PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 9, 2020

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Ave, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, January 9, 2020.

CLOSED SESSION - 4:15 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

5:00 p.m. - Discuss the Implementation of Candidate Filing Fees for Municipal Elections
Filing Fee Staff Report
Exhibit A: Municipality Filing Fee Data

5:15 p.m. - Update on Zoning Recommendations for the Local Parks Preservation Master Plan
Parks Zoning Recommendations Staff Report
Exhibit A: Draft Zoning Amendments

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Consideration to Appoint a Mayor Pro Tem and Alternate for Calendar Year 2020
(A) Public Input (B) Action

2. Consideration to Appoint Matt Dias as the City Manager of Park City Municipal Corporation
(A) Public Input (B) Action

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Report

1. Summer Day Camp Registration 2020
   Day Camp Registration Staff Report

IV. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from December 19, 2019
December 19, 2019 Minutes

VI. CONSENT AGENDA

1. Consideration to Approve the Water Right Purchase and Sale Agreement among National Ability Center, Park City Municipal Corporation, and Park City Water Service District
   National Ability Center Water Agreement Staff Report
   Exhibit A: Water Right Purchase and Sale Agreement

2. Request to Approve Type 2 Convention Sales Licenses for Businesses Operating During the 2020 Sundance Film Festival
   CSL Staff Report
   Exhibit A: January 9 CSL List
   Exhibit B: January 9 CSL Map

3. Request to Approve Single Event Temporary Liquor Licenses for Operation During the 2020 Sundance Film Festival
   Liquor License Staff Report
   Exhibit A: January 9 Liquor List
   Exhibit B: January 9 Liquor Map

4. Request to Approve a Recreational Use Lease with Storied Development on the Bonanza Flat Property Consistent with the 2017 Bonanza Flat Purchase Agreement and in a Form Approved by the City Attorney
   Bonanza Flat Lease- Storied Development Staff Report
   Exhibit A: Storied Development Lease- Table of Permitted & Prohibited Uses

5. Request to Authorize the Mayor to Enter into a City Manager Agreement with Matt Dias in a Form Approved by the City Attorney
   City Manager Contract Staff Report
   Exhibit A: City Manager Contract

VII. OLD BUSINESS

1. Consideration to Approve the First Addendum to the City Services Agreement in a Form Approved by the City Attorney for a Two Year Extension of the Park Silly Sunday Market (PSSM) Contract for 2021 and 2022

(A) Public Input (B) Action
PSSM 2 Year Extension Approval Staff Report
Exhibit A: PSSM Contract Addendum Extension w Minor Terms DRAFT

2. Consideration to Approve an Exchange Agreement with Girl Scouts of Utah for Property Located within Bonanza Flat in a Form Approved by the City Attorney
(A) Public Input (B) Action
Girl Scouts of Utah & PCMC Land Exchange Agreement Staff Report
Exhibit A: Exchange Agreement
Exhibit B: Restrictive Covenant

3. Consideration to Approve the Bonanza Flat Conservation Easement (BFCE) and Bonanza Flat Adaptive Management Plan (BFAMS), and Grant the Easement to Utah Open Lands (UOL)
(A) Public Input (B) Action
Bonanza Flat Conservation Easement & Management Plan Staff Report
Exhibit A: Bonanza Flat Conservation Easement
Exhibit B: Bonanza Flat Adaptive Management Plan

4. Consideration to Ratify the Findings of Fact and Conclusions of Law for the Denial of the Proposed Conditional Use Permit Located at 901 Woodside Avenue
(A) Action
901 Woodside Avenue CUP Ratification Staff Report
Exhibit A: Findings of Fact and Conclusions of Law

VIII. NEW BUSINESS

1. Consideration to Approve Ordinance 2020-01, an Ordinance Approving the 2020 Regular Meeting Schedule for City Council
(A) Public Hearing (B) Action
Annual Meeting Notice Ordinance

2. Consideration to Approve Ordinance 2020-02, an Ordinance Approving the Lilac Hill Subdivision Located at 729, 741, 747, 751, 755 Rossie Hill Drive
(A) Public Hearing (B) Action
Lilac Hill East Subdivision Staff Report
Exhibit A: Draft Ordinance with Proposed Plat
Exhibit B: Survey
Exhibit C: County Tax Map
Exhibit D: Aerial Photographs and Site Photographs
Exhibit E: BLM Land Patent
Exhibit F: Site Design Iterations
Exhibit G: 622 Rossie Hill Drive Historic Sites Inventory Form
Exhibit H: 652 Rossie Hill Drive Historic Sites Inventory Form
Exhibit I: 660 Rossie Hill Drive Historic Sites Inventory Form
Exhibit J: Public Input

3. Consideration to Approve Ordinance 2020-03, an Ordinance Approving the Two-Lot Silver Rail Subdivision located at 2080 Gold Dust Lane and 2211 Sidewinder Drive, Park City, Utah
(A) Public Hearing (B) Action
Gold Dust Lane Staff Report and Ordinance
Exhibit A: Proposed Subdivision
Exhibit B: Applicant's Project Intent
Exhibit C: Link to PC Staff Report
Exhibit D: Planning Commission CUP Report 2001
Exhibit E: Access Easement

4. Consideration to Approve Ordinance No. 2020-04, an Ordinance Approving a Zoning Map Amendment for Seven Tracts of Land Zoned Residential Development, Estate, Historic Residential-Low Density, and Residential Development-Medium Density to Recreation and Open Space (ROS), Including Bureau of Land Management Parcel 17 Tracts 1, 2, 4 and Parcel 18 Tracts 1, 2, 6 and 7, Park City, Utah
(A) Public Hearing (B) Action
BLM Rezone Staff Report and Ordinance
Exhibit A: Proposed Zoning Map
Exhibit B: Link to PC Staff Report

5. Consideration to Continue an Ordinance Amending the Zoning Map from Residential Development to General Commercial for 2080 Gold Dust Lane and 2211 Sidewinder Drive, Park City, Utah
(A) Public Hearing (B) Continue to a Date Uncertain
Gold Dust Lane Continuation

IX. ADJOURNMENT

X. PARK CITY HOUSING AUTHORITY MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Approve Resolution HA 01-2020, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2020 Meetings and Appointing Officers of the Board of Directors of the Housing Authority of Park City, Utah
(A) Public Hearing (B) Action
Housing Authority Annual Meeting Notice Resolution

IV. ADJOURNMENT

XI. PARK CITY REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Approve Resolution RDA 01-2020, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2020 Meetings and Appointing Officers of the Board of Directors of the Redevelopment Agency of Park City, Utah
(A) Public Hearing (B) Action
Redevelopment Agency Annual Meeting Notice Resolution

IV. ADJOURNMENT

XII. PARK CITY WATER SERVICE DISTRICT MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Approve Resolution WSD 01-2020, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2020 Meetings and Appointing the Governing Body of the Park City Water Service District
(A) Public Hearing (B) Action
Water Service District Annual Meeting Notice Resolution

2. Consideration to Approve the Water Right Purchase and Sale Agreement among National Ability Center, Park City Municipal Corporation, and Park City Water Service District
National Ability Center Water Agreement Staff Report
Exhibit A: Water Right Purchase and Sale Agreement

IV. ADJOURNMENT

XIII. PARK CITY MUNICIPAL BUILDING AUTHORITY MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Approve Resolution MBA 01-2020, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2020 Meetings and Appointing Officers of the Board of Directors of the Municipal Building Authority of Park City, Utah
(A) Public Hearing (B) Action
Municipal Building Authority Annual Meeting Notice Resolution

IV. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Agenda Item No:

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
5:00 p.m. - Discuss the Implementation of Candidate Filing Fees for Municipal Elections

Suggested Action:

Attachments:
Filing Fee Staff Report

Exhibit A: Municipality Filing Fee Data

City Council
Staff Report

Subject: Municipal Election Candidate Filing Fee
Author: Michelle Kellogg, City Recorder/Election Official
Department: Executive
Date: January 9, 2020
Type of Item: Administrative

Recommendation

In response to a City Council request, consider the pros and cons of Declaration of Candidacy filing fees prior to the 2021 Municipal Election for Mayor and City Council seats.

Background

Elected officials and city recorders throughout Utah have expressed concerns that some individuals declare candidacy for municipal elections primarily to promote their personal or professional interests, rather than to meaningfully seek elected office. Running for elected office should be available to all qualified individuals, but elections come at a cost to the candidates, supporters, City, and ultimately the taxpayers.

Currently, Park City does not require a filing fee to declare candidacy for its municipal election. Seven individuals declared candidacy during Park City's 2019 election cycle, causing the City to hold a Primary Election in order to narrow the field of candidates to six (twice the number of open seats on the City Council). Although campaigning is not required, running for office reflects an ethic and sense of commitment to the election process. The Election Officer/City Recorder encourages City Council to consider a process that is open to all who are interested in serving the community by running for mayor or city council, yet at the same time avoids devoting staff time and City resources on candidates who file and don't meaningfully participate in the process.

Park City spent $13,935.08 for the Primary Election, which included newspaper notices, ballots, postage, a recount fee and the election workers' time. The General Election cost $9,448.30.These amounts do not include City and County staff time. The Primary Election cost is approximately $4,500 higher than the General Election cost because Park City was the only city in Summit County that held a Primary. Therefore, the County Clerk held Park City responsible for all the newspaper notices, which the County paid for in the General Election. Also, approximately 800 ballots were returned as "undeliverable" during the Primary Election, and those names were removed from the

voter registration file. This resulted in ballots and postage fees savings of $1,300 for the General Election.

Other jurisdictions have implemented a filing fee or signature gathering process to assess a candidate's engagement and desire to participate in the election process. The Utah Municipal Clerks Association performed a survey at the beginning of 2019, asking city recorders and town clerks in Utah if their entities imposed filing fees. Exhibit A shows the results of that survey. Of the cities and towns that responded, 28 municipalities assess a filing fee. It was noted that Riverdale, Salt Lake City, and Taylorsville reduced or waived the filing fee if the candidate collected a certain number of signatures from registered voters. Filing fees were also higher for mayoral candidates than they were for council candidates in Midvale, Orem, Provo, and Salt Lake City.

State law delineates candidacy fees for federal, state, and county elections, but legislators left it to municipalities to determine whether to impose a fee, and if so, how much. For example, candidates running for county elected office have a filing fee of $50 plus 1/8 of 1% of the total salary for the full term of office legally paid to the person holding the office for all other federal, state, and county offices, which usually totals $250-$300.

It is proposed to charge a filing fee or require a signature collection that demonstrates commitment by the candidate.

Alternatives for City Council to Consider

Alternative 1: Assess a $150 filing fee for mayoral candidates and a $100 fee for city council candidates, with a fee waiver if 100 signatures of Park City registered voters (2% of current registered voters) are collected.

Pros

a. Paying a filing fee or collecting the required number of signatures is an indicator of the candidate's commitment to the election process.
b. This alternative takes the City's social equity priority into consideration by allowing an alternate way to file for office if an individual does not have the ability or inclination to pay the filing fee.
c. Having the different filing fees reflects the level of responsibility associated with each office.
d. The filing fees are in line with federal, state, and county fees.

Cons

a. A filing fee or signature collection could be a deterrent for some individuals considering a run for office.

Alternative 2: Assess a $150 filing fee for mayoral candidates and a $100 fee for city council candidates, without a fee waiver for petition signatures. The pros and cons are

the same as the above, although this alternative moves consideration of the City's social equity priority from a pro to a con.

Alternative 3 (Status Quo): If a filing fee is not implemented, there could be Primary elections from time to time with unengaged candidates.

Pros

a. Individuals do not have any risk associated with running for election.

Cons

a. Individuals do not have any risk associated with running for election. This is a pro or a con depending on the perspective.

Staff recommends bringing an ordinance back to Council that amends the City code to assess a filing fee and waiver provision for individuals declaring candidacy.

Funding Source

Implementing a filing fee would not affect the budget.

Attachments

Exhibit A: Utah Cities that Assess Candidate Filing Fees

Municipality	Mayoral Filing Fee	City Council Filing Fee	Special Circumstances
Beaver	$30	$30	
Bountiful	$25	$25	
Cedar Hills	$35	$35	
Cottonwood Heights	$25	$25	
Delta	$25	$25	
Heber City	$50	$50	
Holladay	$35	$35	
Ivins	$25	$25	
Kaysville	$100	$100	
Layton	$25	$25	
Lehi	$35	$35	
Midvale	$50	$25	
North Salt Lake	$25	$25	
Orem	$150	$75	
Payson	$50	$50	
Pleasant Grove	$35	$35	
Price	$50	$50	
Provo	$150	$75	
Riverdale	$25	$25	If candidate acquires 50 signatures of registered voters within the city this fee can be waived.
Riverton	$50	$50	
Salt Lake City	$360	$86	If mayoral candidate submits a petition signed by 315 residents: 45 within each district that are at least 18 years of age; If councilmember candidate submits a petition signed by 75 residents within the council district that are at least 18 years of age, the fee is waived.
Sandy	$10	$10	
Summit County	$50	$50	plus 1/8 of 1% of the total salary for the full term of office. School District Board candidates pay a $50.00 filing fee.
Sunset	$35	$35	
Taylorsville	$100	$100	If candidate submits a nomination petition at the time of filing that contains signatures from at least 25 city residents who are 18 or older, the fee is reduced to $50.
Tremonton	$50	$50	
Tooele	$50	$30	
Vineyard	$35	$35	

Agenda Item No:

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Tate Shaw
Submitting Department: Recreation
Item Type: Staff Report
Agenda Section:

Subject:
5:15 p.m. - Update on Zoning Recommendations for the Local Parks Preservation Master Plan

Suggested Action:

Attachments:
Parks Zoning Recommendations Staff Report

Exhibit A: Draft Zoning Amendments

City Council Work Session

Subject:	**Recreation Advisory Board Parks Preservation**
Author:	**Tate Shaw, Asst. Recreation Manager**
Department:	**Recreation**
Date:	**January 9, 2020**
Type of Item:	**Legislative**

Recommendation
Through the development of a Local Parks Preservation Master Plan, staff and the Recreation Advisory Board (RAB) recommend a new Urban Park Zone (UPZ) to regulate and replace locations in the master plan that currently have Recreation Open Space (ROS) zoning. If Council is supportive, the next step will be to seek input and approval from the Planning Commission.

Background
March 2017: During RAB Visioning with Council, Council asked RAB to form a sub-committee to research protective measures that could be used to protect park spaces short of a conservation easement. This was due to the recent protective easement that was placed on the Library Field.

June 2018: During RAB Visioning with Council, the Park Preservation Sub-Committee recommended additional protections of local park space through the development of a Local Parks Preservation Master Plan. The five locations recommended are Rotary Park, Creekside Park, Prospector Park, City Park and the Municipal Golf Course. With Council support, the Sub-Committee developed a draft using one of the five spaces as a test.

March 2019: The RAB Sub-Committee presented the Local Parks Master Plan which included Voter Referendum language:

> *No sale, change of ownership or change in the 'recreation and open space' zoning of current Recreation Open Space Districts pertaining to the City-owned properties included in this Local Parks Preservation Plan, or changes in the intent of this Plan to protect park spaces shall be undertaken without an affirmative vote of four out of five City Council Members.*
> *This vote must further be affirmed by 60% of the voters in a locally scheduled special election within 180 days of the Council's decision.*
> *Nothing in this provision shall affect bonds currently secured by the property or preclude or hinder the City using this property as security or collateral for future bonding, as long as the basic intent of maintaining recreation and open space is upheld.*

This regulation has historical precedent, as it was applied during the preservation efforts of McPolin Farm in the 1995 Entry Corridor Plan.

Council was supportive of the efforts made to develop the master plan, but recommended to work closer with the Planning Department to 'clean up' the Recreation

Open Space (ROS) zoning as it pertains to the development of the Local Parks Preservation Master Plan.

Since March, Recreation staff and the RAB Sub-Committee worked closely with the Planning Department to review zoning districts and recommend the best solution to protect unwanted development of parks would be to create a new planning zone. The new "Urban Park Zone" (UPZ) is a blend of ROS and Protected Open Space (POS) zones.

With Council support, staff will request Planning Commission approval and follow steps for Council adoption of a new Urban Park Zone.

Analysis

- The purpose of the Local Parks Preservation Plan is to reinforce the current Land Management Code with additional measures and means to preserve these spaces.
- Development of a new zoning district will reinforce the importance of the City's General Plan and Municipal Code, *local recreation and open spaces are crucial to the vitality, character and sense of community Park City provides.*
- A new Urban Park Zone would encompass specific requirements, providing more clarity for the development of the Local Parks Preservation Master Plan.
- If Council determines the new zone is not warranted, the current Recreation Open Space (ROS) zoning requirements would be the primary protective measure. The current ROS zoning may not have the clarity and restrictions necessary to regulate uses and or any future changes in the 'recreation and open space' character.

Funding

- No additional funding would be needed to implement this.

Department Review

- Planning Department- Bruce Erickson
- Trails and Open Space- Heinrich Deters

Exhibits

Exhibit A - Urban Park Zone Draft

15-X.X Urban Park Zone -DRAFT

15-X.X-1 Purpose

The purpose of the urban Park Zone (UPZ) District is to:

A. promote the preservation of Historic Buildings, Structures, Sites, or Objects;
B. preserve the vegetation and habitat of natural Areas;
C. provide for careful review of low-intensity recreational Uses and environmentally-sensitive, non-motorized trails;
D. establish and preserve districts for land Uses requiring substantial Areas of Open Space covered with vegetation and is substantially free from Accessory Structures, Streets, and Parking Lots;
E. permit recreational Uses and preserve recreation land;
F. encourage parks, golf courses, trails, and other compatible public or private recreational Uses, and preserve and enhance park amenities;
G. encourage sustainability, conservation, and renewable energy.

15-X.X-2 Uses

Uses in the UPZ District are limited to the following:

A. ALLOWED USES.
    1. Conservation Activity
    2. Food Truck Locations[4]

B. ADMINISTRATIVE CONDITIONAL USES.[1]
    1. Trail and Trailhead Improvement
    2. Outdoor Recreation Equipment
    3. Essential Municipal Public Utility Use, Service, or Structure, less than 600 sq. ft.
    4. Accessory Building, less than 200 sq. ft.
    5. Outdoor Event, Outdoor Music
    6. Temporary Construction Improvement
    7. Anemometer and Anemometer Towers

C. CONDITIONAL USES.
    1. Essential Municipal Public Utility Use, Service, or Structure
    2. Accessory Building, greater than 200 sq. ft. not to exceed 600 sq. ft.
    3. Parking Area
    4. Recreational Outdoor Lighting
    5. Community Gardens
    6. Recreation Facility, Public
    7. Recreational Facility, Commercial
    8. Golf Course
    9. Recreational Sports Field and courts
    10. Skateboard Park

DRAFT

11. Public and Quasi-Public institution, education, park, plaza, Structure for public assembly, greater than 600 sq. ft. in approved locations
12. Essential municipal public utility Use, facility, service, and structure, greater than 600 sq. ft.
13. Child Care Center
14. Vehicle Control Gates[2]
15. Surface Parking Area with five (5) or more spaces
16. Telecommunications Antenna[3]
17. Fences greater than six feet (6') in height from Final Grade
18. Small Wind Energy Systems

D. PROHIBITED USES. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

15-X.X-3 Related Provisions

- Fences and Walls. LMC § 15-4-2.
- Satellite Receiving Antenna. LMC § 15-4-13.
- Parking. LMC Chapter 15-3.
- Landscaping. Title 14; LMC § 15-3-3(D).
- Lighting. LMC § 15-3-3(C) and § 15-5-5(I).
- Historic Preservation. LMC Chapter 15-11.
- Park City Sign Code. Title 12.
- Architectural Design. LMC Chapter 15-5.
- Snow Storage. LMC § 15-3-3(E).

[1]Subject to an Administrative Conditional Use permit. [2] See LMC § 15-4-19, Review Criteria For Vehicle Control Gates.

[3] Subject to LMC § 15-4-14, Telecommunication Facilities.

[4] The Planning Director, or his or her designee, shall, upon finding a Food Truck Location in compliance with Municipal Code § 4-5-6, issue the property owner a Food Truck Location administrative approval level.

DRAFT

Agenda Item No:

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Appoint a Mayor Pro Tem and Alternate for Calendar Year 2020
(A) Public Input (B) Action

Suggested Action:
In accordance with the Park City Officials' Handbook, "The Mayor Pro Tem and Alternate Mayor Pro Tem are appointed annually by the City Council; those positions have voting privileges in all circumstances."

Please consider who should be nominated for these positions. There are no attachments with this item.

Attachments:

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Appoint Matt Dias as the City Manager of Park City Municipal Corporation
(A) Public Input (B) Action

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Jessica Moran
Submitting Department: Recreation
Item Type: Staff Report
Agenda Section:

Subject:
Summer Day Camp Registration 2020

Suggested Action:

Attachments:
Day Camp Registration Staff Report

City Council
Staff Communications Report

Subject: Summer Day Camp Registration 2020
Author: Jessica Moran, Recreation Supervisor
Department: Recreation
Date: January 9, 2020

On March 14, 2019, staff came to Council during work session to discuss Summer Day Camp Registration. During that meeting, Council directed staff to develop an early registration period for City residents and those that work in City limits. Minutes from that discussion are available on page 5 here.

Summer Day Camp Registration 2020
The Recreation Department proposes the following registration schedule for the 2020 Summer Day Camp:

February 1 – March 14	Proof of residency or employment in the 84060 area can be submitted via email or dropped off at the PC MARC.
March 15 – 31, 2020	Full Summer & Daily Summer Day Camp registration open online and in-person at the PC MARC to those that have provided proof of residency/employment in the 84060 area, participate in the Solomon Fund, or were 2019 Full Summer Camp participants.
April 1, 2020	Full Summer & Daily Summer Camp registration opens to the general public.

Proof of residency requires a utility or tax bill indicating the person's street address. Proof of employment requires a current pay stub indicating the name and address of the employer.

The 2020 Park City Summer Day Camp will offer Full Summer & Daily registrations only. We will no longer offer weekly registrations due to logistics related to ensuring the camp operates at capacity. Offering only full summer and daily registrations will allow staff to keep track of numbers much more efficiently.

The department plans to make residents aware of the new regtistration process by emailing the above schedule to past participants, information will be submitted to the Park Record, KPCW, the Solomon Fund, Recreation social media channels and sent via email newsletter to 8000+ participants in other recreation and MARC programs.

Agenda Item No:

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Minutes
Agenda Section:

Subject:
Consideration to Approve the City Council Meeting Minutes from December 19, 2019

Suggested Action:

Attachments:
December 19, 2019 Minutes

PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

December 19, 2019

The Council of Park City, Summit County, Utah, met in open meeting on December 19, 2019, at 3:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property at 3:00 p.m. Council Member Ware Peek seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

CLOSED SESSION

Council Member Joyce moved to adjourn from Closed Meeting at 3:40 p.m. Council Member Ware Peek seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

STUDY SESSION

Update on Park City and Summit County Joint Transit Advisory Board (JTAB) and Second Amendment to the Interlocal Agreement:

Alfred Knotts stated many strides had been made with JTAB over the past year with transparency and accessibility. Currently, the board members were working on an updated interlocal agreement. An original interlocal agreement between the City and County was signed in 2006 and amended in 2009. Knotts indicated the current agreement did not reflect the collaboration that was happening between the entities today. There would be an amended agreement by March, 2020. Then the board would work on updating the Short Range Transit Plan, specifically identifying a scope that would match the funding available. He indicated the onboard surveys were completed and a full presentation would be made at a future Council meeting. Part of the discussion would include Summit and Wasatch Counties, Heber, Midway, Utah Department of Transportation (UDOT), Utah Transit Authority (UTA) and Mountainland Association of Governments (MAG), who were participating stakeholders.

Council Member Henney noted the easy and difficult parts of the discussion. He talked about having a regional transit system, and stated Transit was great in Park City, but poor in the County. He gave reasons such as a spread out subdivision layout as part of the reason for the discrepancy. Council Member Ware Peek asked what triggered a transit authority. Knott indicated systems were created to increase efficiency in the collection and use of Transit funds. Council Member Ware Peek didn't feel good about the role of the County from the way the system was set up now. Mayor Beerman stated he, Council Member Henney, and members of JTAB met with two Summit County staff and they came to an initial consensus on what would work. One difference was the City was focused on accommodating tourists first, then the workforce, and then residents in an effort to get cars off the road. The County was focused on accommodating the residents. Knotts stated Transit was for urban areas. Mayor Beerman thought the goals would determine what Transit would look like in the next five to 20 years. Council Member Henney stated the governance of Transit was the issue. Mayor Beerman praised JTAB for their hard work and efforts.

WORK SESSION

Senior Update - Interim Facility Options:

Jonathan Weidenhamer, Economic Development Manager, indicated the seniors were going to be in the Christian Center building for the short term, but he had some alternatives for Council to consider regarding permanent facilities. One alternative was renovating a building on the School District property on the Kearns Campus that could be used as a community building, renovating or building a new building at City Park, assembling a modular building at City Park, and looking at the market for a space that could be leased. He asked if leasing retail space outside City limits could be considered.

Council Member Gerber asked to hear the seniors' preference for location since a majority lived outside the City limits. Council Member Ware Peek felt this was a good discussion and asked for seniors to comment. Council Member Gerber asked if there were different committees focusing on the different issues regarding seniors or was there just the facilities committee. Council Member Worel explained there were many threads facing seniors. She indicated there were representatives from the School District, City and County that were helping develop a strategic plan which would address all of those threads. It was noted tonight's discussion was only on the temporary senior center. Mayor Beerman asked who developed the 2011 senior strategic plan. Weidenhamer stated the City and County helped develop that plan.

Council Member Henney asked if the committee had a recommendation for a temporary senior facility. Council Member Joyce stated the process was done and the seniors decided on the Christian Center as the temporary site for the senior center. He was hopeful that retail space could be found, and noted there were more options outside

City limits. He favored the Christian center as the first option with the option to switch to a market rate space if a good one became available.

Mayor Beerman clarified that the City did not shelve the senior center because of the Treasure Hill purchase. It wanted to collaborate with the County and School District in order to build a bigger facility. Council Member Henney was in favor of having a long-term approach through a collaborative effort. Council Member Worel stated this was not a City issue, but a regional issue because many seniors lived in the County, and it was wise to collaborate with the other entities. Council Member Ware Peek and Gerber indicated they heard from some seniors that the Christian Center was not the favored location as a temporary facility.

Mayor Beerman opened the meeting for public input.

Cheryl Soshnik stated the Christian Center was the best option that the City had given the seniors, but it wasn't optimal. She reviewed the discussion over the past couple years between the seniors and the City. She did not want to be in a temporary location without knowing a timeline. She stated at present, the City couldn't separate the temporary from the long-term.

Jim Tedford, director of Park City Senior Citizens, stated the seniors believed they had a 99 year lease and it was in full force. Mayor Beerman asked who the other board members were. It was indicated Cheryl Soshnik, Peggy Fletcher, and Judy Maedel were in attendance. It was noted the lease was created in 1976.

Peggy Bodell stated she lived in Park City for 40 years. She thought there needed to be a conversation on what the seniors needed. The seniors had a wealth of knowledge and they could be contributing to the community. Having the senior center at the Christian Center was a poor choice because it was not on the bus route and did not have sufficient parking. She felt the seniors could teach sewing, woodworking, and more. She felt the City couldn’t take the building from the seniors if they had a 99 year lease.

Mary Demkowicz stated the meal program was lousy. It should be open every day of the week, not just two days a week. She also indicated she preferred the center being close to the library.

Amber Raleigh, Grow Community Center owner, offered some options for the community center. She stated people liked congregating around food. She was pursuing the Trio space in Kimball Junction. Grow was a nonprofit entity. She indicated there had been discussions with Summit County in making Grow a senior center. She said there was a private room in the back with a separate entrance. She was hoping to open the doors in four to six months.

Jolanda Goedhart attended the senior center for 15 years and taught Tai Chi. She felt the Christian Center space didn't work because there was no space for fitness classes. Mayor Beerman stated the plan was to move the fitness classes to the MARC, but the seniors chose not to activate that part of the plan. Council Member Joyce felt there needed to be more programming available. The MARC and Kimball Art Center were able to accommodate the seniors.

Sydney Reed stated seniors needed connectivity and engagement, exercise and nutrition. Part of engagement was to be together, so she was not in favor of segregating activities at different locations. She wanted all activities in one place.

Eleanor Griffin occasionally used the senior center and she saw the value in having one. She couldn't believe the City would move the seniors. She didn't want the City to move the permanent residents for potential residents. She reviewed the history of the creation of the current senior center. She felt there was no reason to leave the center until there was a fully functional replacement facility.

Angela Moschetta stated the majority of the 148 members of the senior center lived in the 84098 zip code. There were only five or six seniors that used transit and most drove or used the accessibility bus. She didn't think the City could expect the seniors to agree to a temporary site when they didn't know what the long-term facility would be. She asked why the City decided to remove the facility when the seniors had a 99 year lease. Mayor Beerman stated thus far there was an ongoing conversation in order to achieve the best long-term solution for the seniors. He noted the main points from the public input were that the center needed to be comprehensive and the connection needed to be kept.

Mayor Beerman closed the public input portion of the meeting.

Council Member Henney agreed with Council Member Joyce that rental space should be explored, but he didn't want to sink a lot of money into a temporary solution. He wanted to reach a long-term solution as quickly as possible.

Council Member Gerber asked how far out the School District was in finalizing their master plan. Mayor Beerman indicated the School Board met this week and asked the architect to explore a community building. He estimated it would take three to five years. Council Member Gerber thought if the plan with the School District didn't come to fruition, the City needed to jump in and act immediately on the next plan. Council Member Joyce explained the School District's proposed timeline and configuration for class alignment. Council Member Gerber stated until that time, she favored a location in the Snyderville area to meet the needs of the seniors.

Council Members Worel and Ware Peek favored looking for a market rate facility that met the seniors' criteria and they were fine with it being in the Snyderville area. Council Member Joyce stated the City was trying to find a good location, but in the next couple of months the seniors would hear and participate in the long-term plan.

Mayor Beerman summarized that the market rate scenario was favored by Council and they would like to hear more about it. Council Member Worel talked about the Aging Alliance and indicated they had monthly meetings. Council Member Joyce stated the topic would be discussed by the County, the School Board, the City, and seniors. He asked that the seniors organize themselves so information could be disseminated and that these entities could hear one united voice.

Review and Presentation of the Bonanza Flat Conservation Easement and Adaptive Management Plan:

Heinrich Deters, Trails and Open Space Manager, and Wendy Fisher, Executive Director Utah Open Lands, presented this item. Fisher reviewed the timeline for purchasing the property, the committees formed, the leases and inholdings that were being worked on, and indicated they were ready to finalize a conservation easement. It was noted that after the purchase, more traffic and parking issues were discovered. The committees didn't want to see motorized recreational use on the property because of vegetation and noise. She reviewed the conservation values.

Fisher stated the property came with inholdings and leases for different parcels within the property, and mentioned the Daderko parcel, which was sold to the City a few weeks ago, and the Bransford parcel, which was on tonight's agenda for approval to purchase. She noted the Girl Scouts had also negotiated a land exchange.

Fisher reviewed that the conservation easement was the binding document that would protect the property in perpetuity. There was a management plan to help with the protection and it could be changed as needed. Within the easement, there was language for a 175 vehicle parking spot maximum. She discussed the management areas and noted the trails would only be open from July through October each year in the wildlife area. She indicated dogs were not allowed in the Bloods Lake area as long as it was the drinking source for the Girl Scouts' camp. The management plan also prohibited Nordic skiing in wetland areas. Jeep Hill was designated as the safety corridor. There were also provisions in the plan for emergency access in case of fire.

Council Member Henney stated he had been anxious to get a plan in place so action could be taken on the property. He was happy that he waited because this easement and plan was far superior than what he imagined. Council Member Ware Peek disclosed she was building a home in Brighton Estates. She congratulated staff and Fisher for all their work in putting the easement and plan together. She asked about

winter trail usage. Fisher stated there was some nesting of wildlife in the winter, but there could be skiing there. Council Member Gerber indicated there was overuse of the area and she was grateful for the policies that had been put in place. Deters felt the results of the work would be seen in the coming summer.

Deer Valley Resort Base Area Parking Update:
This item was discussed during the regular meeting.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Lynn Ware Peek Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	**Present**
None	**Excused**

II) RECOGNITIONS AND AWARDS

1. Consideration to Approve Resolution 26-2019, a Resolution Acknowledging Karen Yocum's Retirement from Park City Municipal Corporation and Recognizing her Many Contributions in Providing Service to Park City:
Ken Fisher, Recreation Manager, reviewed the great accomplishments of Karen Yocum for the past 30 years, including new recreation programs she created and equipment she found when there was no City funding for those projects.

Council Member Henney moved to approve Resolution 26-2019, a resolution acknowledging Karen Yocum's retirement from Park City Municipal Corporation and recognizing her many contributions in providing service to Park City. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports:

1. **Community Development Process Improvements Update:**

2. **Park City Heights Annual Update:**

IV) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Beerman opened the meeting for public input on matters not being addressed on the agenda.

Jim Doilney thanked Wendy Fisher and Heinrich Deters for their work on the Bonanza Flat conservation easement.

Ann Bransford stated she was happy to work with the City on Bonanza Flat and she hoped the community would enjoy her property that was being sold to the City.

Bridgette Meinhold congratulated the City for acquiring the inholdings. She also indicated she had enjoyed the trail that was built last summer. She was frustrated with the management of Bonanza Flat. The trails were built without any resident input and she noted it was close to the Girl Scouts' camp which was dangerous. There would be a Phase Two and she hoped there would be more communication.

JP Crendson stated a point person was designated from Brighton Estates, but they were not being informed. He noted there were cross country ski trails next to the access road and there were associated hazards. He thought there could be better communication.

Matt Meinhold asked for transparency for Brighton Estates residents as well as the Park City community.

Joe Butterfield, Brighton Estates property owner, was disappointed in the new implementation of the parking area on Lower Park Avenue.

Mayor Beerman closed the public input portion of the meeting.

V) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from November 21, 2019 and December 5, 2019:

Mayor Beerman referred to the November 21st minutes, Page Three, Line 37, and clarified the City leased the land, and did not sell it.

Council Member Gerber also noted the November 21st minutes, Page 18, Line 24, which referred to the terrible living conditions staff had, and noted those conditions were not found at the National Abilities Center.

Council Member Worel moved to approve the City Council meeting minutes from November 21, 2019 and December 5, 2019, as amended. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

VI) CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Service Provider Agreement with Y2 Analytics for The Electric Bicycle (E-bike) Survey and Task Force Project in the Amount of $25,175.00 in a Form Approved by the City Attorney:

2. Request to Approve and Accept the Fiscal Year 2019 Comprehensive Annual Financial Report (CAFR):

3. Request to Approve the Following Amendments/Contracts Associated with Invasive Species Mitigation ("ISM") Grant Funding: 1) Change Order Number One, with Ground Solutions LLC in an Amount not to exceed $44,000.00 for Noxious Weed Control, and 2) a Professional Service Agreement (PSA) with Ecology Bridge LLC Totaling $30,000.00 for Grant Management, Monitoring and Control Work:

4. Request to Approve a Purchase Agreement to Acquire the 7.1 Acre Bransford Property from the 'Bransford Sisters' for $170,000 in a Form Approved by the City Attorney:

5. Request to Approve Type 2 Convention Sales License Applications for Businesses Operating During the 2020 Sundance Film Festival

6. Request to Approve Single Event Temporary Liquor License Applications for Operation During the 2020 Sundance Film Festival:

7. Request to Approve a Purchase Agreement with Salt Lake City Department of Public Utilities for 55 Acres of Property Located in Bonanza Flat in the Amount of $1,509,310.00 Subject to the Bonanza Flat Conservation Easement, in a Form Approved by the City Attorney:

8. Request to Authorize the City Manager to Lease Two (2) Low Floor Transit Buses and Two (2) Proterra Electric Low Floor Transit Buses for Six (6) Months for $131,512.00 in a Form Approved by the City Attorney:

9. Request to Authorize the City Manager to Execute the Park City- Salt Lake City Connect Collaborative Agreement with the Utah Transit Authority for Purchase and Operation of Electric Buses through the Federal Lo/No Grant Program in a Form Approved by the City Attorney:

Council Member Joyce moved to remove Consent Agenda Item Two for further discussion. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

Council Member Ware Peek moved to remove Consent Agenda Item One for further discussion. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

Council Member Steve Joyce moved to approve Consent Agenda Items Three through Nine. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

1. Request to Authorize the City Manager to Enter into a Service Provider Agreement with Y2 Analytics for The Electric Bicycle (E-bike) Survey and Task Force Project in the Amount of $25,175.00 in a Form Approved by the City Attorney:

Council Member Ware Peek asked if a City survey was necessary since Mountain Trails performed a survey and had a good response. Heinrich Deters reviewed he was following Council direction and seeking a statistically significant survey.

Council Member Ware Peek moved to authorize the City Manager to enter into a service provider agreement with Y2 Analytics for The Electric Bicycle (E-bike) Survey and Task Force Project in the amount of $25,175.00 in a form approved by the City Attorney. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

2. Request to Approve and Accept the Fiscal Year 2019 Comprehensive Annual Financial Report (CAFR):

Mindy Finlinson, Finance Manager, thanked the Finance Department for their work and dedication. She noted an incorrect link to the Water Development Fees and Capital Contributions and stated the number would be updated and it would not have a material effect on the schedule. She also noted there was a date and minor punctuation modified as well. Council Member Joyce noted the net zero energy goals should be written 2030 instead of 2032.

Council Member Joyce moved to approve and accept the Fiscal Year 2019 Comprehensive Annual Financial Report (CAFR) as amended. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

Deer Valley Resort Base Area Parking Update (From Work Meeting Agenda):

Hannah Tyler, Senior Planner, Alfred Knotts, Transportation Manager, and John Robertson, City Engineer, presented this item. Tyler stated the City had an awesome snow year in 2018-19. The City worked with the resorts to accommodate their guests. The overflow traffic days caused concerns due to congestion, transit delays and emergency vehicles that were not able to get through the right-of-way. Staff was asking Council to consider reaffirming the use for Deer Valley Drive for parking on peak skier days, and noted Council had this authority from the development agreement. She reviewed the agreement allowed for overflow parking on 10% of ski days, which equaled 13 days per ski season. Deer Valley exceeded those days and a notice of violation was issued. In August, Deer Valley requested to expand its parking area and their request was approved.

Tyler noted three studies with associated reports were done for the area in question. One study recommended parking only on the west side with restriping and new protocols. Another study agreed parking could only be accommodated on the west side. Council Member Gerber remembered that parking could only be on the east side because there was so much snow. Tyler responded that the snow removal would be removed ahead of the weekends so parking could go along the west side. The City Engineer agreed to west side parking with “day of” protocols. She indicated Council could authorize parking on both sides, just the west side, or prohibit it altogether.

Steve Issowits, Deer Valley Resort Planning Director, stated Deer Valley and the City managed street parking for decades and he wasn’t worried about that, but he felt comments had been made with regard to housing and transportation for staff that was hurtful, and he wanted to show what the resort did for its employees. He reviewed data from previous years with regard to overflow parking.

Victoria Schlaepfer, Deer Valley Events and Transportation Coordinator, stated Deer Valley had many meetings with Park City staff about transit for Deer Valley staff and reviewed their requests. Issowits talked about Deer Valley staff affordable housing and stated there were 468 beds for 2,800 staff, which equated to 17% of the workforce. Transportation benefits for staff included a full subsidy for UTA fares to Salt Lake and Utah Valleys, they had a coach bus that ran to Heber twice a day, and individual staff shuttles that went to the Heber campgrounds and into Heber City for shopping 21 times a day.

Schlaepfer explained Deer Valley's support for Park City's program Ride On Park City, and they offered monetary rewards for the number of transit trips employees took. Issowits noted the micro transit efforts of Deer Valley as well. He stated the City had requested an update on what Deer Valley was doing to help with transit and taking care of its employees. He asked if Deer Valley could work with staff to resolve the parking issue.

Jon Nepstad, Fehr and Peers, indicated he took the memo from August 1st and came up with the same alternatives as the Park City staff. He recommended narrowing each driving lane by one foot, and adding sharrows. Council Member Worel asked how skiers would circle around when looking for parking. Nepstad stated communication needed to be at points along the right-of-way before the parking lots so drivers would know when the lots were full. Issowits stated they would have Variable Message Signs (VMS) on the road as well as parking staff to help with communication. The only challenge would be with the skier drop off.

John Robertson, City Engineer, stated 12 foot lanes were consistent with the other collector roads in the area. The lanes could be reduced to 10 feet as proposed, but he would like to consult with Police and Fire for their input. Mayor Beerman stated it needed to be determined if parking should be allowed on the west side of the street. Robertson did not recommend parking on the loop since the shoulder was very narrow.

Council Member Joyce asked if there was a history of accidents in that area. Captain Leatham researched the statistics and reported that of the 145 calls for service, there were only six or seven that were accidents. Council Member Joyce stated this issue was brought to Council nine months ago and there were now fewer parking spaces than last year. He noted Deer Valley did more for its employees than any other business in town, as well as helping the City with Special Events. He favored having parking on the west side for this season, but was against narrowing the bike lanes.

Council Member Ware Peek was concerned about the residences in the area. She agreed parking should be on the west side of the street to Queen Esther. Council Member Worel asked if there would be enough sidewalk for pedestrians if parking was allowed on the west side. Robertson stated there was enough room assuming snow

removal was completed. Council Member Worel was willing to try the parking recommendation for the west side. Council Member Gerber favored parking on the west side all around the loop. She felt this would buy some time for Deer Valley as well as the City. Council Member Henney did not support any overflow parking on the street because a private sector business should not put its parking problem on the community. He suggested a pilot program to see if the 1,350 cars could be moved without causing gridlock as they tried to get out of town. If that program was successful, he might reconsider his opinion.

Mayor Beerman stated the majority of Council favored parking on west side to the north lot. He also indicated he attended an event for Deer Valley international workers where there was pizza and the workers told how much they were valued.

Dias clarified the City would still hold Deer Valley to its original constraint of having 10% overflow days per ski season for street parking. Council Member Joyce stated Deer Valley could work with staff and communicate with Council via a staff communication report. Dias was authorized to proceed with a limited program with authority to expand it around the loop. Dias stated he would report the outcome of this season and plans for summer, whether for restriping, etc. to Council.

VII) OLD BUSINESS

1. Consideration to Approve the 2020 Sundance Supplemental Plan:

Jenny Diersen, Special Events Manager, and Betsy Wallace and Tina Graham, Sundance Institute, were present for this item. Diersen explained the changes Sundance requested for the 2020 festival. The City identified transportation changes to deter the congestion on residential streets and increase the Transit priority.

Wallace thanked residents for their patience during the festival. Robert Dick reviewed the request to extend the noise exemption from 11:00 p.m. to 1:00 a.m. Council Member Worel asked if noise from the Bob Wells Plaza carried into the neighborhoods and was told it did. Graham clarified the event staff would turn off the music at 11:00 p.m. and the noise would not be at 90 decibels. Captain Leatham stated great effort had been made to keep the noise levels low and noted requests for a noise extension to 1:00 a.m. had not previously been made. Council Member Gerber was fine with the extension if there was no music. She asked about traffic on Park Avenue to which Diersen stated residents could park on the east side of Park Avenue or at City Park if they did not have a driveway. Council Member Gerber felt “residents only parking” should be added to the plan. Council Member Joyce agreed. Council Member Ware Peek felt the noise level extension was fine if they would cut the music at 11:00 p.m.

Mayor Beerman opened the meeting for public input.

Peg Bodell stated if this extension was allowed it would open the door for other events to have music until 11:00 p.m. Captain Leatham stated staff would look at requests on a case-by-case basis. Bodell felt there was no reason the music should go past 10:00 p.m. She asserted there was no outreach for the neighborhoods before this extension was considered by Council.

Mayor Beerman closed the public input portion of the meeting.

Council Member Gerber asked that the Racket Club movies not be scheduled after 8:00 p.m. Wallace stated all movies would start at 8:30 p.m. or earlier. Council Member Joyce was fine with the noise extension until 1:00 a.m. if the music was off between 11:00 p.m. and 1:00 a.m. He also favored Council Member Gerber's suggestion for resident parking on Park Avenue.

Council Member Joyce moved to approve the 2020 Sundance Supplemental Plan as amended. Council Member Ware Peek seconded the motion.

Council Member Worel asked if there would be specific outreach for noise. Diersen stated there would be outreach since there would be noise after 11:00 p.m. Council Member Gerber asked how much noise permeated the tent and what would they be doing inside the tent. Dick stated it was a film team gathering. It wouldn't be a big noise event, but the request was due to the late ending of the film. Mayor Beerman stated the City had to hold the line, but on the first week of Sundance with traffic and pedestrian ambient noise on the street, this event would not significantly add to the noise level.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

VIII) NEW BUSINESS

1. Consideration to Approve an Exchange Agreement with Girl Scouts of Utah in a Form Approved by the City Attorney:

Heinrich Deters, Trails and Open Space Manager, and Wendy Fisher, Utah Open Lands Executive Director, as well as Lisa Hardin-Reynolds, Girl Scouts Executive Director, and Leslie Egan, Girl Scouts Board Chair, were present for this item.

Deters asked to continue this item in order to work out a few details in the agreement, and bring it back on January 9, 2020. Fisher indicated the Girl Scouts were great to work with and noted they had helped with the fundraising to purchase the Bonanza Flat property.

Hardin-Reynolds indicated there were complex issues involved with the property. She reviewed the history of the Girl Scouts on that property and noted she looked forward to

presenting the final proposal in January. Egan stated this land exchange was supported by the board.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Joyce indicated this had been a tremendous effort and he felt comfortable that the exchange was a win for all.

Council Member Worel moved to continue an exchange agreement with Girl Scouts of Utah in a form approved by the City Attorney to January 9, 2020. Council Member Ware Peek seconded the motion.

RESULT: CONTINUED TO JANUARY 9, 2020
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

2. Consideration to Approve a Special Service Contract Extraordinary Request with Park City Community Foundation for $30,000 for Services Related to the Learning Cohort and Leadership Training:

Jed Briggs, Budget Manager, and Diego Zegarra, Katie Wright, and Ollie Wilder, Park City Community Foundation, were present for this item. Briggs explained that when Council didn't spend all the Special Service Contract funds, nonprofits could make extraordinary requests and those funds could be allocated. Zegarra reviewed the launch of a community learning cohort and a parallel leadership track. He indicated many organizations weren't equipped with the tools and the language to advance these conversations, so the learning cohort would give them the opportunity to do so. They reached out to partners to see if there was interest in this program, and indicated 20 organizations would be participating. He hoped to begin in the first quarter of 2020. Inclusion was a top priority in the strategic plan and this program would be in direct response to that priority.

Council Member Henney asked if $30,000 would cover the entire cost of the program or would the Community Foundation be seeking additional funding from other partners. Zegarra stated this contract would cover the planning phase. He would ask other organizations to contribute, and he was working on a fee schedule for the different organizations. Council Member Worel noted these participating organizations would take the information back to their organizations to implement, and asked how the information would spread into the community. Zegarra stated the organizations served thousands in the community, and he would focus on achieving equitable outcomes. The message would be that these organizations were committed to equity. Wilder stated the community leaders would be trained and would be the experts in teaching others.

Mayor Beerman reviewed the Community Foundation contract ended and it was determined the City wanted the new contract to be more project driven. In looking at several projects, it was determined this one would be most effective.

Council Member Gerber thought a lot of momentum had been built in the community with social equity and this was a logical next step. She encouraged more steps in promoting social equity. Council Member Ware Peek asked if there was a certain number of training hours in the program. Zegarra stated leaders would be trained at a high level and staff would have a deeper training. Council Member Joyce indicated there were targeted proposals, but this was an umbrella that could drive the mission forward.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Ware Peek moved to approve a special service contract extraordinary request with Park City Community Foundation for $30,000 for services related to the learning cohort and leadership training. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

Matt Dias announced that the Park City Museum, New Business Item Seven, withdrew its request and would not be discussed tonight.

3. Consideration to Approve Ordinance 2019-62, an Ordinance Adopting an Adjusted Budget for FY 2020 for Park City Municipal Corporation and its Related Agencies:

Jed Briggs stated the budget would be adjusted to provide for a senior police officer for the parking plan on Main Street enforcement. The budget would increase by $210,000 with a Police vehicle, equipment and wages. Mayor Beerman asked if an electric police car could be considered. Luke Cartin, Environmental Sustainability Manager, stated they planned to get a Ford Explorer Interceptor Hybrid, which had a 24 mpg. The Police Department was fine with that vehicle and Chief Carpenter stated he was trying to move the fleet in that direction. Cartin also noted 20 entities had signed on to the HB411, the Renewable Energy bill.

Briggs reviewed requests for $25,000 to advance Environmental Sustainability initiatives and $50,000 for project management contract services, which would help with annexations, base development, LMC changes, etc. to make sure staff was meeting Council priorities. Dias stated Council had high expectations and staff was trying to meet those needs. There were a few staff vacancies and extra resources were needed, in the form of special project management services and contract labor, that could work

with staff to move projects forward. Briggs also stated there was also the adjustment to provide for a City Manager separation agreement.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Ware Peek moved to approve Ordinance 2019-62, an ordinance adopting an adjusted budget for FY 2020 for Park City Municipal Corporation and its related agencies. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

4. Consideration to Approve Ordinance 2019-63, an Ordinance Approving the Empire Residences First Amended and Restated Condominium Plat Located at 7697 Village Way, Park City, Utah:

Hannah Tyler, Senior Planner, stated some units were presold and owners wanted to consolidate multiple units. This plat would condominiumize the plat.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Ware Peek moved to approve Ordinance 2019-63, an ordinance approving the Empire Residences First Amended and Restated Condominium Plat located at 7697 Village Way, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

5. Consideration to Approve Ordinance 2019-64, an Ordinance Amending Land Management Code § 15-1-11(E) to Outline Medical Cannabis Administrative Permit Requirements; Adopting LMC § 15-2.25 to Create a Medical Cannabis Production Establishment Light Industrial/Agricultural Overlay Zone; Adopting LMC § 15-2.25-1(B) to Define Main Street Parks as They Relate to Medical Cannabis Locations; and Amending § 15-15-1 and § 15-15-2 To Define Medical Cannabis Pharmacy, Medical Cannabis Production Establishment, and Primarily Residential Zoning District:

Rebecca Ward, Land Use Policy Planner, reviewed the state required zones for cannabis cultivators, processors and testing labs within each municipality. She noted there was a foul smell associated with processing cannabis and recommended enacting an overlay zone on the Baingo Wortley property by Quinn's Junction. The code amendment would also allow for pharmacies in certain districts throughout the City.

Main Street parks would be defined in order to protect Main Street from these locations. This would create a 200 foot buffer on Historic Main Street.

Mayor Beerman was concerned about defining the parks, and thought the state legislature might combine the requirements with the liquor laws, which would bind the City from adding bars or restaurants. Ward indicated the definition was added to the overlay zone in order to show that it was intended for medical cannabis only. Council Member Gerber asked if this could be addressed through vertical zoning. Ward thought the proposed ordinance addressed it sufficiently. Council Member Ware Peek asked why a cannabis pharmacy was allowed in Park City Heights. Ward stated Park City Heights was protected as a Primary Residential zone, but a pharmacy could be located north of SR248 on the medical campus. Council Member Worel asked about zoning in Bonanza Park. Bruce Erickson stated it was a general commercial area so a pharmacy could go in at that location.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Ware Peek moved to approve Ordinance 2019-64, an ordinance amending Land Management Code § 15-1-11(E) to outline medical cannabis administrative permit requirements; adopting LMC § 15-2.25 to create a Medical Cannabis Production Establishment Light Industrial/Agricultural Overlay Zone; adopting LMC § 15-2.25-1(B) to define Main Street parks as they relate to medical cannabis locations; and amending § 15-15-1 and § 15-15-2 to define medical cannabis pharmacy, medical cannabis production establishment, and Primarily Residential Zoning District. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

6. Call-Up of a Conditional Use Permit for a Private Driveway within a Platted, Unbuilt City Street, Located at 901 Woodside Avenue, Park City, Utah:

Caitlyn Barhorst, Historic Preservation Planner, distributed public comments that were received after the packet was published. She reviewed that the Historic Preservation Board approved the panelization of the historic house, and the Planning Commission approved this three times and then it failed in a three to three split vote the fourth time. She reviewed the history of the house and noted this house was very unique and designated a Landmark site. Of the 186 Landmark structures, 10 had a garage level space and one was used as a garage. Other Landmark Structures with garages wouldn't meet the current guidelines. Barhorst noted the current design met the standards.

Barhorst reviewed the five main concerns expressed at the Planning Commission: an additional condition was recommended for signage stating the driveway was for public use, the utility capacity, as well as concerns noted in the staff report. Staff added another condition that the driveway be built prior to receiving a certificate of occupancy. There would also be an encroachment permit stating the owner would not be compensated in the event of the loss of the driveway.

Brent Bateman, attorney for client, stated the request by the client was legal and he met the requirements in the Land Management Code (LMC). He noted this property was not open space, but was a platted road.

Barhorst stated the proposal was access to a single car garage. The sidewalk and driveway would be heated and there would be a stairway up to and parallel to the property line. Jerry Fiat, owner, stated this was a Landmark house and the City preferred a side entry garage so that was what he had planned. Barhorst stated it complied with the new guidelines as well.

Council Member Gerber asked if this land could be leased, especially since land was so valuable. She felt there should be a lease or purchase. Bruce Erickson, Planning Director, stated he would not want to sell the land because the City might want it back at some point. The City had leased land for dining decks so that was a possibility. He noted there were encroachment agreements all over town, but it was complicated with a Landmark structure that faced a street. Council Member Ware Peek asked if she could park in front of the driveway, and was told she could not. Margaret Plane indicated the platted right-of-way was put there for future streets. It was still a right-of-way that people could use to get from one place to another.

Council Member Gerber noted that there were other little City-owned parcels that people requested to buy. This was a sizeable piece and she felt a lease could be executed and the money used for other projects. Council Member Joyce stated some streets would never be a road, but this street was part of the walkability plan and would be used. This would promote one individual's use for a car instead of public use. He also thought the conditions of approval were not enforceable. He did not support the request.

Bateman stated Park City law set forth that the property could have the driveway. Some of the conditions might not be enforceable, but that was not a detrimental effect. Fiat clarified the staircase was not heated and the City would have to shovel it. Also, a fire hydrant was in front of the house so no parking was allowed.

Mayor Beerman opened the public hearing.

Maria McNaulty spoke to the Planning Commission and she had concerns about the driveway. This was currently a green space and was actively used for sledding, wildlife, children playing, and pedestrians. She felt this property was for public use. This house could have parking from the front like many other Landmark homes. She noted her neighbors felt the same and had submitted letters for the public record.

Nick Frost, represented Fred and Annette Keller, who owned property on Woodside. He agreed with Bateman, that if the applicant could meet the requirements, the CUP should be granted. He thought if the detrimental effects could not be mitigated, the CUP should not be granted. He noted the other side of the proposed stairs was the Keller's home. The construction process concerned them. He wasn't against the application, but he wanted to make sure the detrimental effects were recognized and mitigated.

Frederique Astie lived down the street at 944 Woodside. It was hard to figure out the process which would affect the neighbors. She noted reasons why the CUP should not be approved. She referred to CUP Nine-Use of Open Space, and stated the garage door was seven feet in height and could be too small for a large car with equipment on the roof. Cars would park in the driveway. Also, when backing out of the driveway, the car would back into the pedestrian right-of-way in order to exit the driveway front facing. She talked about potential public utility conflicts with the construction of the driveway in the right-of-way. With regard to the requirement of an encroachment permit, a heated driveway was massive and not easy to remove upon request. She also stated the present land use should be preserved. She requested the application not be approved.

Peg Bodell stated it was unrealistic to think cars would not park there. If this CUP was granted, neighbor relations would suffer. She was not in favor of the CUP.

Mayor Beerman closed the public hearing.

Council Member Joyce asked how tall the retaining wall was, and it was indicated it would not exceed four feet on the bottom and two feet on the top. He noted there was 35 feet where parking could take place after the fire hydrant was taken into consideration. He also thought the stairway had to be lit. He stated snow removal would be difficult with this configuration. Fiat clarified the plans for the staircase and walkway.

Council Member Henney felt there should be a decision on when it was or was not appropriate to have encroachments. Council Member Ware Peek didn't support the request because the right-of-way would become private property. Council Member Worel agreed with Council Member Joyce, and stated there was no public benefit for the driveway being on public property. Council Member Gerber agreed with Council Members Joyce and Worel. Council Member Joyce stated this was not about public benefit or open space, but the mitigations were not satisfactory.

Council Member Joyce moved to deny the conditional use permit for a private driveway within a platted, unbuilt city street, located at 901 Woodside Avenue, Park City, Utah, based on the conditions discussed that were inappropriately addressed. Council Member Ware Peek seconded the motion.

RESULT: DENIED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

Plane stated she would check the City code, but thought staff had 10 days to prepare findings and bring it back to Council. Erickson stated Planning would come back with a discussion on rights-of-way.

7. Consideration of the Historical Society's Request to Sublease Park City Museum during the Sundance Film Festival:

Dias announced that the Park City Museum withdrew its request.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Gerber moved to continue the Historical Society's Request to Sublease Park City Museum during the Sundance Film Festival to a date uncertain. Council Member Worel seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

Mayor Beerman thanked Council Member Ware Peek for her dedicated service on the Council and indicated the Council members would miss her. Council Member Ware Peek stated she would miss the Council as well.

Dias indicated Council Member Ware Peek was great about coming into City Hall to speak with staff and understand issues, and staff would miss her.

IX) ADJOURNMENT

With no further business, the meeting was adjourned.

_____

Michelle Kellogg, City Recorder

City Council
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject:	**National Ability Center** **Water Right Purchase and Sale Agreement**
Author:	**Rebecca Ward, Land Use Policy Planner**
Department:	**Legal and Planning Departments**
Date:	**January 9, 2020**
Type of Item:	**Administrative**

Recommendation

Staff recommends that the City Council review and approve the *Water Right Purchase and Sale Agreement among National Ability Center and Park City Municipal Corporation and Park City Water Service District* (Exhibit A).

Background

The National Ability Center (NAC) is a nonprofit organization that empowers individuals of all abilities through recreation and education. In 1999 under Summit County jurisdiction, the NAC campus at 1000 National Ability Way was approved as a Specially Planned Area. As part of the 1999 development approval, NAC and Park City Municipal entered into a Development and Water Service Agreement (**1999 Water Agreement**). The 1999 Water Agreement described conditions of water services, terms of transfer, and conversion of water rights.

In 2004, the City annexed NAC into its boundaries. On March 27, 2019, the Planning Commission approved the NAC Master Planned Development, which outlines (1) the existing uses on the NAC campus that were approved under Summit County jurisdiction; (2) the increased density and uses approved by the Park City Planning Commission in 2017; and (3) the future development of a lodge. A condition of approval for the Master Planned Development required NAC to complete the transfer of water rights outlined in the 1999 Water Agreement, to enter into an updated water agreement with the City, and to record the agreement with the Development Agreement that memorializes the NAC Master Planned Development approval.

On February 12, 2019, NAC filed an Application for Permanent Change of Water with the State of Utah Water Rights Engineer to begin the process of transferring water rights outlined in the 1999 Water Agreement to Park City. On June 7, 2019, the State Engineer granted the NAC Permanent Change of Water application for year-round municipal purposes within the service area of Park City.

NAC worked with the Legal Department to finalize a *Water Right Purchase and Sale Agreement among National Ability Center and Park City Municipal Corporation and Park City Water Service District* (**2020 Water Agreement**; Exhibit A). The 2020 Water Agreement outlines the sale of Water Right 35-11077 from NAC to the Park City Water Services District upon payment of $75,000.00 from Park City Municipal to NAC. City

payment to NAC must occur within 30 days of Council approval of the 2020 Water Agreement.

NAC remains obligated to pay all water service-related impact fees to Park City for any future development constructed by NAC and/or on the NAC property.

Funding

The 2020 Water Agreement requires Park City Municipal to pay NAC Seventy-Five Thousand Dollars ($75,000.00), which will come from the Water Enterprise Fund in order to acquire Water Right 35-11077 from NAC.

Exhibits

Exhibit A – Water Right Purchase and Sale Agreement among National Ability Center and Park City Municipal Corporation and Park City Water Service District

WATER RIGHT PURCHASE AND SALE AGREEMENT

BY AND AMONG NATIONAL ABILITY CENTER AND PARK CITY MUNICIPAL CORPORATION AND PARK CITY WATER SERVICE DISTRICT

This "WATER RIGHT PURCHASE AND SALE AGREEMENT BY AND AMONG NATIONAL ABILITY CENTER AND PARK CITY MUNICIPAL CORPORATION AND PARK CITY WATER SERVICE DISTRICT" ("**Agreement**") is entered into as of this _____ day of December, 2019, by and among the National Ability Center, ("**NAC**"), the Park City Municipal Corporation ("**Park City Municipal**") and Park City Water Service District ("**Water District**"), Park City Municipal and the Water District are collectively referred to "**Park City**" a single party as "**Party**" and all parties as the "**Parties**".

WHEREAS, the NAC is a private, non-profit, Internal Revenue Code Section 501(c)(3), charitable corporation, dedicated to the development of lifetime skills for persons with disabilities and the families by providing affordable, quality sports and recreation experiences to people with disabilities;

WHEREAS, the NAC is headquartered in Park City Municipal and is the owner of certain real property used as a comprehensive facility offering year-around therapeutic and adapted recreational programs, including physical facilities and administrative offices of NAC located at 1000 Ability Way in Park City, Utah and has and is being developed by NAC ("**NAC Property**");

WHEREAS, with the cooperation of Park City, NAC filed Change Application No. a44450, ("**Change Application**") on Water Right No. 35-11077 ("**WR 35-11077**"), which was approved by the State Engineer of Utah by an Order dated June 7, 2019 ("**Order**"). The Order of the State Engineer is now final and not subject to appeal. A copy of the Change Application is attached as **Exhibit A**. The Order is attached as **Exhibit B**. The Change Application and Order of the State Engineer converted the approved use of the water to year-round municipal use within the Park City service area and the point of diversion to Park City water sources;

WHEREAS, the NAC owns WR 35-11077 currently approved for diversion and beneficial use of eleven (11) acre feet of water for municipal use by Park City, and desires to sell WR 35-11077 to Park City and Park City has determined that WR 35-11077 is suitable for its purposes and desires to purchase WR 35-11077 ;

WHEREAS, the NAC, the Water Service District, and Park City Municipal previously executed a pre-annexation "Development and Water Service Agreement" dated July 15, 1999 (the "**Prior Agreement**") attached hereto as **Exhibit C**. The Prior Agreement described the arrangement as of that date, over the course of time and the annexation and extension of water service to the NAC Property, the granting of easements, the construction of NAC facilities. Park City's changes to its impact fee ordinance since the Parties entered into the Prior Agreement have made it desirable for Park City and NAC to enter into this Agreement;

WHEREAS, this Agreement is EXHIBIT I to a "Development Agreement for the National Ability Center Master Planned Development (MPD), Located at 1000 Ability Way, Park City, Summit County, Utah." ("**Development Agreement**"); and

WHEREAS, the NAC and Park City desire to confirm the terms and conditions under which Park City will purchase and NAC will sell and convey to Park City WR 35-11077

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the Parties Covenant and Agree as follows:

1. Sale of WR 35-11077. WR 35-11077 is now approved for year-round municipal use from designated Park City sources. A copy of the Change Application is attached as Exhibit A, and a copy of the Order approving the Change Application is attached as Exhibit B. Park City will purchase WR 35-11077 from NAC by payment to NAC of the sum of Seventy Five Thousand Dollars ($75,000.00). Upon receipt of payment of Seventy-Five Thousand Dollars ($75,000.00) by NAC, NAC will convey WR 35-11077 to the Park City Water Services District by delivery of a deed in substantially the same form as **Exhibit D**. The payment of the Seventy Five Thousand Dollars ($75,000.00) by Park City to NAC, and the delivery of the deed, by NAC to the Park City Water Services District, shall occur within thirty (30) days of the date this Agreement is approved by the City Council of Park City.

2. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

5. Prior Agreements. This Agreement is the entire agreement among the Parties and supersedes and replaces all prior agreements among the Parties, including, but not limited to, the Prior Agreement which is replaced in its entirety by this Agreement and such prior agreements shall have no further force or affect.

6. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

7. Attorneys' Fees. In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.

8. Time is of the Essence. Time is of the essence in performing all duties and obligations under this Agreement.

9. Further Assurances. The Parties will each execute such documents as necessary to effect the intent and purposes of this Agreement.

10. Amendment. This Agreement may only be amended by a writing signed by all Parties.

11. Warranty of Authority. The signers of this Agreement warrant that they are duly authorized to execute this Agreement on behalf of the entity for which they are signing.

12. Counterparts. This Agreement may be executed in one or more counterparts each of which will be deemed to be an original copy of this Agreement and all of which, when taken together will constitute one and the same agreement.

13. Governing Law. This Agreement shall be construed and governed under the laws of the State of Utah.

IN WITNESS WHEREOF, this Agreement has been executed by the NAC by its Chief Executive Officer; by Park City Municipal, acting by and through its City Council; and the Water District by and through its Board.

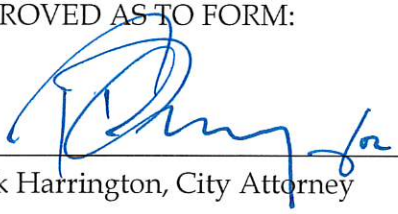
PARK CITY MUNICIPAL CORPORATION

By: _____
Andy Beerman, Mayor

ATTEST:

By: _____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:



Mark Harrington, City Attorney

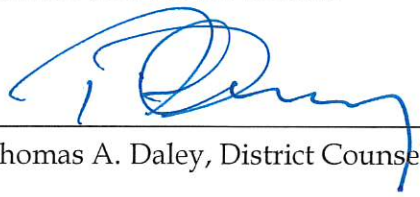
PARK CITY WATER SERVICE DISTRICT

By: _____
Andy Beerman, District Chair

ATTEST:

By: _____
Michelle Kellogg, District Clerk

APPROVED AS TO FORM:



Thomas A. Daley, District Counsel

NATIONAL ABILITY CENTER, A Nonprofit Corporation

_____
By: Kevin Stickleman
Its: Chief Executive Officer

EXHIBIT A

CHANGE APPLICATION

APPLICATION FOR PERMANENT CHANGE OF WATER

STATE OF UTAH

Receipt by: Ck#52573 LP
Fee Rec.: $150.00
Receipt # 19-00623

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated, as amended.

*WATER RIGHT NO. 35 - 11077 *APPLICATION NO. a 44450

Changes are proposed in (check those applicable)

☑ point of diversion ☑ place of use ☑ nature of use ☑ period of use ☐ storage

1. **OWNER INFORMATION** County Tax ID _____

Name(s): The National Ability Center, a 501(c)(3) Charitable Nonprofit Corporation Interest: 100 %
Address: P.O. Box 682799
City: Park City, State: UT Zip Code: 84028-2799
Phone Number _____

2. *PRIORITY OF CHANGE: 2-12-2019 *FILING DATE: 2-12-2019
*Is this change amendatory? (Yes/No): _____

3. RIGHT EVIDENCED BY: 35-11077 (segregated from 35-10864)
Prior Approved Change Applications for this right: _____

**********HERETOFORE**********

4. QUANTITY OF WATER: _____ cfs and/or 11.0 ac-ft.
5. SOURCE: Thaynes Canyon and Spring Creek, tributary to East Canyon Creek.
6. COUNTY: Summit
7. POINT(S) OF DIVERSION: 1) N 825 ft. W 2400 ft. from SE cor., Sec. 5, T2S, R4E, SLBM; 2) N 500 ft. W 2640 ft. from SE cor., Sec. 5, T2S, R4E, SLBM; 3) 0 ft. W 500 ft. from SE cor., Sec. 5, T2S, R4E, SLBM; 4) S 2080 ft. W 2310 ft. from NE cor., Sec. 8, T2S, R4E, SLBM.

Description of Diverting Works: Kilfoyle Ditches #1, #3, #4, and "a"

8. POINT(S) OF REDIVERSION
The water will be rediverted from _____ at a point: _____

Description of Diverting Works: _____

9. POINT(S) OF RETURN
The water will be returned to the natural stream/source at a point(s): _____

RECEIVED
FEB 12 2019
WATER RIGHTS
SALT LAKE

*These items are to be completed by the Division of Water Rights

SCANNED LP

10. **NATURE AND PERIOD OF USE**

Irrigation:	From 03/01 to 11/01
Stockwatering:	From _____ to _____
Domestic:	From _____ to _____
Municipal:	From _____ to _____
Mining:	From _____ to _____
Power:	From _____ to _____
Other:	From _____ to _____

11. **PURPOSE AND EXTENT OF USE**

Irrigation: 3.6666 acres. Sole supply of 3.6666 acres.
Stockwatering (number and kind): _____
Domestic: _____ Families and/or _____ Persons.
Municipal (name): _____
Mining: _____ Mining District in the _____ Mine.
Ores mined: _____
Power Plant name: _____ Type: _____ Capacity: _____
Other (describe): _____

12. **PLACE OF USE**

Legal description of place of use by 40 acre tract(s):
N 1/2 of SE 1/4 of Sec. 5, T2S, R4E, SLBM

13. **STORAGE**

Reservoir Name: _____ Storage Period: from _____ to _____
Capacity: _____ ac-ft. Inundated Area: _____ acres.
Height of dam: _____ feet.
Legal description of inundated area by 40 tract(s): _____

**********THE FOLLOWING CHANGES ARE PROPOSED**********

14. **QUANTITY OF WATER:** _____ cfs and/or 11.0 ac-ft.

15. **SOURCE:** Theroit Springs & /Wells
Balance of the water will be abandoned: _____, or will be used as heretofore: _____

16. **COUNTY:** Summit

17. **POINT(S) OF DIVERSION:** 1) S 70 ft. W 30 ft. from NE cor., Sec. 8, T2S, R4E, SLBM - Park Meadows Well
2) S 231 ft. W 127 ft. from NE cor., Sec. 8, T2S, R4E - Divide Well
3) S 650 ft. W 1450 ft. from E4 cor., Sec. 8, T2S, R4E - Theriot Springs

Description of Diverting Works: Wells and Spring
COMMON DESCRIPTION: Park Meadows Well, Divide Well, Theriot Springs

18. **POINT(S) OF REDIVERSION**

The water will be rediverted from _____ at a point: _____
Description of Diverting Works: _____

19. **POINT(S) OF RETURN**

The water will be returned to the natural stream/source at a point(s): of the discharge from the Snyderville Basin Water Reclamation water treatment facilities and through the Park City stormwater drainage system.

SCANNED LP

20. NATURE AND PERIOD OF USE

Irrigation:	From _____ to _____
Stockwatering:	From _____ to _____
Domestic:	From _____ to _____
Municipal:	From 01/01 to 12/31
Mining:	From _____ to _____
Power:	From _____ to _____
Other:	From _____ to _____

21. PURPOSE AND EXTENT OF USE

Irrigation: _____ acres. Sole supply of _____ acres.
Stockwatering (number and kind): _____
Domestic: _____ Families and/or _____ Persons.
Municipal (name): Park City Municipal Corporation
Mining: _____ Mining District at the _____ Mine.
Ores mined: _____
Power: Plant name: _____ Type: _____ Capacity: _____
Other (describe): _____

22. PLACE OF USE

Legal description of place of use by 40 acre tract(s): Service area of Park City Municipal Corporation

23. STORAGE

Reservoir Name: _____ Storage Period: from _____ to _____
Capacity: _____ ac-ft. Inundated Area: _____ acres.
Height of dam: _____ feet.
Legal description of inundated area by 40 tract(s): _____

24. EXPLANATORY

The following is set forth to define more clearly the full purpose of this application. Include any supplemental water rights used for the same purpose. (Use additional pages of the same size if necessary). This change application is being filed National Ability Center, a charitable nonprofit organization which provides services and recreational opportunities to disabled individuals, as part of a dedication process. Upon approval, this water right will be conveyed at no cost to Park City for municipal use within the service area of the City through the City's municipal system to meet water requirements for National Ability Center facilities in Park City.

****

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein, including maps and other documents attached, at the time of filing, rests with the applicant(s).

_____ Signature of Applicant

_____ Signature of Applicant

*If applicant is a corporation or other organization, signature must be the name of such corporation or organization by its authorized agent, or in the name of the partnership by one of the partners.

Jon Serio
_____ Authorized Agent (please print)

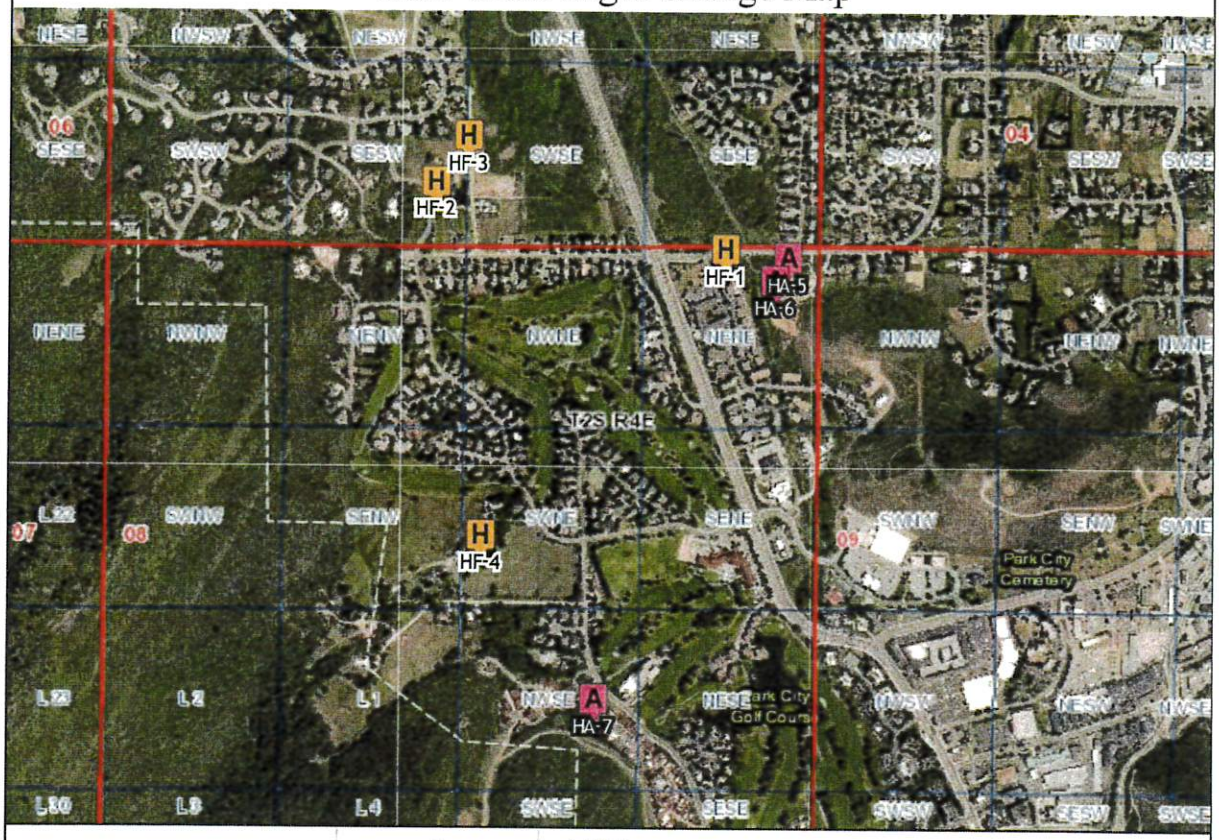
_____ Authorized Agent (please print)

_____ Authorized Agent (signature)

_____ Authorized Agent (signature)

SCANNED LP

Utah Water Right Change Map



(HF-1) N 0 ft, W 500 ft, from SE cor, Sec 05, T 2S, R 4E, SL B&M (UTM-83: 456596.3, 4502057.7)
(HF-2) N 500 ft, W 2640 ft, from SE cor, Sec 05, T 2S, R 4E, SL B&M (UTM-83: 455944.1, 4502210.1)
(HF-3) N 825 ft, W 2400 ft, from SE cor, Sec 05, T 2S, R 4E, SL B&M (UTM-83: 456017.2, 4502309.1)
(HF-4) S 2080 ft, W 2310 ft, from NE cor, Sec 08, T 2S, R 4E, SL B&M (UTM-83: 456044.6, 4501423.7)
(HA-5) S 70 ft, W 30 ft, from NE cor, Sec 08, T 2S, R 4E, SL B&M (UTM-83: 456739.6, 4502036.3)
(HA-6) S 231 ft, W 127 ft, from NE cor, Sec 08, T 2S, R 4E, SL B&M (UTM-83: 456710, 4501987.2)
(HA-7) S 650 ft, W 1450 ft, from E4 cor, Sec 08, T 2S, R 4E, SL B&M (UTM-83: 456297, 4501059.6)

I/we _____, hereby acknowledge that this map was prepared in support of Application _____. I/we hereby submit this map as a true representation of the facts shown thereon to the best of my/our knowledge and belief.

_____ 2/7/19
Applicant(s) Date

SCANNED LP

EXHIBIT B

ORDER OF STATE ENGINEER

GARY R. HERBERT
Governor
SPENCER J. COX
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Water Rights

MICHAEL R. STYLER
Executive Director
KENT L. JONES
State Engineer/Division Director

ORDER OF THE STATE ENGINEER

JUN 7 2019

For Permanent Change Application Number 35-11077 (a44450)

Permanent Change Application Number 35-11077 (a44450) in the names of The National Ability Center and Park City Municipal Corporation was filed on February 12, 2019, to change the points of diversion, place of use, and uses of 11.00 acre-feet of water as evidenced by Water Right Number 35-11077. Heretofore, the water has been diverted from the following points located: (1) Surface - North 825 feet and West 2400 feet from the SE Corner of Section 5, T2S, R4E, SLB&M (Spring Creek); (2) Surface - North 500 feet and West 2640 feet from the SE Corner of Section 5, T2S, R4E, SLB&M (Spring Creek); (3) Surface - West 500 feet from the SE Corner of Section 5, T2S, R4E, SLB&M (Thaynes Canyon); (4) Surface - South 2080 feet and West 2310 feet from the NE Corner of Section 8, T2S, R4E, SLB&M (Thaynes Canyon). The water has been used for the irrigation of 3.6666 acres from May 1 to August 15. The water has been used in all or portion(s) of Section 5, T2S, R4E, SLB&M.

Hereafter, it is proposed to divert 11.00 acre-feet of water from points of diversion changed to: (1) Well - South 70 feet and West 30 feet from the NE Corner of Section 8, T2S, R4E, SLB&M (existing 24-inch well, 330 feet deep, drilled in 1979); (2) Spring - South 650 feet and West 1450 feet from the E¼ Corner of Section 8, T2S, R4E, SLB&M (Theriot Springs); (3) Well - South 231 feet and West 127 feet from the NE Corner of Section 8, T2S, R4E, SLB&M (existing 12-inch well, 1015 feet deep). The water is to be used for year-round municipal purposes within the service area of Park City. The place of use of the water is being changed to all or portion(s) of Section 8, T2S, R4E, SLB&M.

Notice of the application was published in the Park Record on March 6 and 13, 2019. No protests were received.

This application proposes to change the nature of use of this water right, with the effect of retiring a portion of the irrigation awarded under Award 457 of the Weber River Decree. The applicant was requested to provide a heretofore map, showing what portion of the historical place of use will be retired as part of this application. This map was received on April 30, 2019 and shows that 3.6666 acres of irrigated land will be retired for this application.

As part of the State Engineer's review of this application, diversion and depletion limitations were taken into consideration. This application proposes to change the nature of use of this water right. As such, the State Engineer believes it is appropriate to examine the rates and amounts of hydrologic depletion associated with the historical water use as compared to the proposed use to assure that there is no enlargement of the underlying water right. In this case, it is believed that the historical water uses would have incurred the following rates and amounts of hydraulic depletion:

SCANNED RC

Prior Beneficial Uses		Amount of Diversion	Rate of Depletion	Amount of Depletion
Irrigation:	3.6666 acres	11.00 acre-feet	1.54[1] acre-feet/acre	5.65 acre-feet
	Totals:	**11.00 acre-feet**		**5.65 acre-feet**

This change application seeks to change the nature of use to municipal use within the service area of Park City. In order to avoid enlarging the underlying water right, the proposed use of water shall be limited to the historical diversion of 11.00 acre-feet and the historical depletion of 5.65 acre-feet.

It is the opinion of the State Engineer that this change application can be approved without adversely affecting existing rights. The applicants are put on notice that diligence must be shown in pursuing the development of this application which can be demonstrated by the completion of the project as proposed in the change application.

It is, therefore, **ORDERED** and Permanent Change Application Number 35-11077 (a44450) is hereby **APPROVED** subject to prior rights and the following condition(s):

1) To accommodate the approval of this permanent change application, the use of 11.00 acre-feet of water for the irrigation of 3.6666 acre from May 1 to August 31; at the historical point of diversion and place of use must cease.

2) Annual diversion under this permanent change application is limited to 11.00 acre-feet and an annual depletion of 5.65 acre-feet of water for year-round municipal purposes within the service area of Park City.

3) Upon proof submittal, the State Engineer will issue a certificate for the acre-foot amount of water that has been demonstrated by the applicant to have been put to beneficial use. As part of proof, the applicant will need to provide all relevant information, including an accounting of each of its water rights and diversion records from each of its points of diversion. The proof must show the capacity of each source of supply and demonstrate that each source can produce the water claimed to be diverted under this change application as well as all other water rights, which may be approved to be diverted from those sources.

4) The applicant(s) shall install and maintain measuring and totalizing recording devices to meter all water diverted from all sources pertaining to this application and **shall annually report this data to the Division of Water Rights Water Use Program.**

[1] Consumptive Use of Irrigated Crops in Utah, Research Report 145, Utah Agricultural Experiment Station, Utah State University, Logan, Utah, October 1994, Table 25, Park City Station.

SCANNED RC

5) This approval is limited to the rights to divert and beneficially use water and does not grant any rights of access to, or use of land or facilities not owned by the applicants.

6) This approval is granted subject to prior rights. The applicants shall be liable to mitigate or provide compensation for any impairment of or interference with prior rights as such may be stipulated among parties or decreed by a court of competent jurisdiction.

The State Engineer has statutory responsibility to create and maintain water right records based on an administrative process outlined in statute. The State Engineer is not authorized by statute to adjudicate water right title or the validity of established water rights. It is noted that failure to exercise a water right within the statutory period could render all or a portion of a water right invalid through forfeiture. Parties who wish to challenge the validity of a water right are advised that a declaration of forfeiture is a judicial action and the courts are available to pursue such suits (UCA 73-1-4).

Inasmuch as this application proposes to divert water from a surface source, the applicants are required to contact the Stream Alteration Section of the Division of Water Rights at 801-538-7240 to obtain a Stream Alteration permit in addition to this Permanent Change Application.

The applicants are strongly cautioned that other permits may be required before any development of this application can begin and it is the responsibility of the applicants to determine the applicability of and acquisition of such permits. Once all other permits have been acquired, this is your authority to develop the water under the above referenced application which under Sections 73-3-10 and 73-3-12, Utah Code Annotated, 1953, as amended, must be diligently prosecuted to completion. The water must be put to beneficial use and proof must be filed on or before **June 30, 2024**, or a request for extension of time must be acceptably filed and subsequently approved; otherwise, the application will be lapsed. This approval is limited to the rights to divert and beneficially use water and does not grant any rights of access to, or use of land or facilities not owned by the applicants.

Proof of beneficial use is evidence to the State Engineer that the water has been fully placed to its intended beneficial use. By law, it must be prepared by a registered engineer or land surveyor, who will certify to the location, uses, and extent of your water right. Upon the submission of proof as required by Section 73-3-16, Utah Code, for this application, the applicants must identify every source of water used under this application and the amount of water used from that source. The proof must also show the capacity of the sources of supply and demonstrate that each source can provide the water claimed to be diverted under this right as well as all other water rights, which may be approved to be diverted from those sources.

Failure on your part to comply with the requirements of the applicable statutes may result in the lapsing of this permanent change application.

SCANNED RC

It is the applicants' responsibility to maintain a current address with this office and to update ownership of their water right. Please notify this office immediately of any change of address or for assistance in updating ownership. Additionally, if ownership of this water right or the property with which it is associated changes, the records of the Division of Water Rights should be updated. For assistance in updating title to the water right please contact the Division at the phone number below.

Your contact with this office, should you need it, is with the Weber River/Western Regional Office. The telephone number is 801-538-7240.

This Order is subject to the provisions of Administrative Rule R655-6-17 of the Division of Water Rights and to Sections 63G-4-302, 63G-4-402, and 73-3-14 of the Utah Code which provide for filing either a Request for Reconsideration with the State Engineer or for judicial review with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this Order. However, a Request for Reconsideration is not a prerequisite to filing for judicial review. A petition for judicial review must be filed within 30 days after the date of this Order or, if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 7 day of June, 2019.

Kent L. Jones, P.E., State Engineer

Mailed a copy of the foregoing Order this 7 day of June, 2019 to:

The National Ability Center
P O Box 682799
Park City UT 84028-2799

Division of Water Rights
Stream Alteration Section

Park City Municipal Corporation
PO Box 1480
Park City UT 84060

BY: Doralee Cannon
Doralee Cannon, Applications/Records Secretary

SCANNED RC

EXHIBIT C

PRIOR AGREEMENT

DEVELOPMENT AND WATER SERVICE AGREEMENT

This Agreement is entered into as of this 15 day of July, 1999 by and among the National Ability Center, its successors in interest and assigns, whether in whole or in part (NAC), the Park City Water Service District (Water District) and Park City Municipal Corporation (Park City), collectively referred to as the Parties.

WHEREAS, the NAC is a private, non-profit 501(c)(3) corporation dedicated to the development of lifetime skills for persons with disabilities and the families by providing affordable, quality sports and recreation experiences;

WHEREAS, the NAC received title, by gift deed, subject to a power of reverter, to the following described property for use as an equestrian facility and administrative offices of the National Ability Center:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SLB&M AND THE SE 1/4 OF SECTION 34, TOWNSHIP 1 NORTH RANGE 4 EAST SLB&M

BEGINNING at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 Section 3, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence N 89ÿ58'47" E 950.04 feet along the 40 acre line; thence North 1049.57 feet; thence N 70ÿ23'24" W 983.05 feet; thence S 00ÿ59'49" W 52.14 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 3; thence S 00ÿ59'49" W 1327.90 feet along the 40 acre line to the point of beginning (approximately 26.2 acres).

hereafter, the Property. The Property is depicted on Exhibit A;

WHEREAS, on August 24, 1998 the NAC petitioned Park City and its Water District for water service to the Property;

WHEREAS, the Property is within Park City's annexation declaration boundary, but is not contiguous to Park City;

WHEREAS, the NAC owns an easement to extend a line from the Property to the Park City water system, which easement may be assigned to the City;

WHEREAS, the NAC appeared before the City Council on April 1, 1999 and on May 13, 1999 and offered certain assurances that the water service extension would be of public benefit and would not induce growth;

WHEREAS, in exchange for water service, the NAC is willing to restrict development of the Property in perpetuity, to submit to Park City ordinances, to annex to the Water Service District, and to annex to Park City, when appropriate;

WHEREAS, it is in the best interests of the citizens of Park City to annex the Property into the Water Service District upon certain conditions;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. ANNEXATION.

1. The NAC hereby petitions for annexation of the Property into the Water Service District.

2. The Water Service District hereby annexes the Property.

II. CONDITIONS OF WATER SERVICE.

1. **NAC Duty to Construct Line Consistent with City Specifications.** The NAC shall construct an eight (8) inch water line from the City water system, to the Property (the NAC Water Line) in a manner and location approved by the Park City Public Works Director and the City Engineer, all in accordance with applicable provisions of the Park City Design Standards and Construction Specification and Standard Drawings, and subject to City inspection.

2. **NAC Duty to Maintain Line.** The NAC shall maintain the NAC Water Line and easement until such time as Park City accepts dedication of the NAC Water Line and easement.

3. **NAC Shall Not Offer Water Service.** The NAC shall not allow any connection to the NAC Water Line without written City permission, approved by the City Council.

4. **Dedication of Water Rights.** The NAC shall immediately petition to the State Engineer to change the type and place of use, and the point of diversion of sufficient water rights to convert 11.48 acre feet of Weber River Decreed Water Right Number 35-8457 to year round municipal use from designated City sources. Upon State Engineer action changing the place and type of use and point of diversion of at least 11-acre feet of such right to the City system, the NAC shall, by Statutory Warranty Deed, convey such rights to the Water Service District. The NAC shall expend reasonable and diligent efforts to convert such rights to City use. If, after 36 months the NAC fails to convert such water, the

NAC shall promptly pay to the City all applicable water development fees, with accrued interest according to the statutory post judgment rate of interest in effect at that time.

5. **Water Connection Fees.** Prior to connection to the Park City water system, the NAC shall pay to Park City water connection fees according to City ordinance.

6. **Irrevocable Offer to Annex to Park City.** The NAC hereby irrevocably offers to annex the Property to Park City. The NAC shall actively support such annexation.

7. **NAC Commitment to Maximum Use Parameters.** The NAC agrees that, regardless of its annexation to Park City, the Property will, in perpetuity, be limited to the following uses:

   7.1. The Property currently supports an outdoor equestrian arena, tack shed, parking lot, and sun shelter.

   7.2. In June, 1999, the NAC received County conditional use permit approval for a 7,570 square foot administrative building to house the administrative offices of the NAC, a 3,500 square foot horse barn, a 17,000 square foot indoor equestrian arena, a 21,000 square foot dormitory/dining hall, a 1,680 square foot storage building, and a universal challenge (ropes) course. Such permit includes specific site plan approval and is attached hereto as Exhibit C.

   7.3. The NAC may, in the future, request a permit to construct a swimming pool.

8. **NAC's Commitment to City Ordinances.** The NAC hereby commits to use the Property in a manner that is at all times consistent with City ordinances, including, but not limited to, all livestock, lighting, water conservation, sign, parking lot, outdoor storage, noise ordinances, and design regulations.

9. **NAC's Commitment to Pay for Water Use.** The NAC hereby agrees to pay such water use fees as are generally applicable within Park City.

10. **NAC Easement.** Upon City request, NAC shall dedicate a water line easement to the City that will allow the City to extend the water line to other properties.

11. **Park City Duty to Provide Limited Water Service.** The Water Service District shall provide culinary water and fire flow to the Property to support the uses described in paragraph II.6 herein.

12. **NAC's Unconditional Offer to Dedicate Water Line and Easement.** The NAC hereby irrevocably offers to dedicate its water line, and to assign its water line easement to the City.

III. GENERAL TERMS

1. **Incorporation of Recitals and Introductory Paragraphs.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

2. **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

3. **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.

4. **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter

containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

City Manager
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Copy to:

City Attorney
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

If to NAC to:

Meechie White
National Ability Center
P.O. Box 682799
Park City, UT 84068

5. **Attorneys' Fees.** In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the NAC by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council as of the ____ day of July, 1999.

PARK CITY MUNICIPAL CORPORATION

By: _____
Hugh Daniels, Mayor Pro Tem

PARK CITY WATER SERVICE DISTRICT

By: _____
Hugh Daniels, Vice-Chairman of the Board

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

APPROVED AS TO FORM:

_____
Jodi Hoffman, City Attorney,
Water Service District Attorney

National Ability Center:
National Ability Center,
a nonprofit corporation

_____
By: Richard Dudley
Title: President, Board of Directors

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this 19th day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Richard Dudley**, personally known to me to be the President of the Board of Directors of the National Ability Center, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

T. L. O'FINNEGAN
NOTARY PUBLIC • STATE of UTAH
446 MARSAC AVENUE
PARK CITY, UT 84060
COMM. EXP. 2-16-2000

_____
Notary Public, State of Utah
Residing in Park City, Utah

EXHIBIT D

WATER DEED

WHEN RECORDED, RETURN TO
AND MAIL ANY TAX NOTICES TO:
Park City Water Service District
P.O. Box 1480
Park City, UT 84060
Attn: Thomas A. Daley, Deputy City Attorney

WATER DEED

NATIONAL ABILITY CENTER, a Utah non-profit corporation, with an address of _____, ("**Grantor**"), hereby conveys to the **PARK CITY WATER SERVICE DISTRICT**, a special service district organized and existing pursuant to the provisions of Section 17A-2-1301 et seq. Utah Code Annotated 1953, as amended and renumbered, with an address of P.O. Box 1480, Park City, UT 84060, **("Grantee")**, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of Grantor's right, title, and interest in and to the following described water rights:

All of **Water Right No. 35-11077**, as identified of record with the Utah Division of Water Rights, and all other applications and approvals pertaining to this right.

WITNESS the hand of said Grantor this ____ day of _____, 20____.

GRANTOR:

NATIONAL ABILITY CENTER, a Utah non-profit corporation

By: _____
KEVIN STICKLEMAN, Chief Executive Officer

STATE OF UTAH)
: ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by KEVIN STICKLEMAN, Chief Executive Officer of NATIONAL ABILITY CENTER, a Utah non-profit corporation.

_____
Notary Public

Residing at: _____
My Commissions Expires: _____

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Beth Bynan
Submitting Department: Finance & Accounting
Item Type: Staff Report
Agenda Section:

Subject:
Request to Approve Type 2 Convention Sales Licenses for Businesses Operating During the 2020 Sundance Film Festival

Suggested Action:

Attachments:
CSL Staff Report

Exhibit A: January 9 CSL List

Exhibit B: January 9 CSL Map

City Council Staff Report

Subject: Council Approval of Type 2 Convention Sales Licenses for Operation during the 2020 Sundance Film Festival
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: January 9, 2020
Type of Item: Consent

Summary Recommendation

Staff is requesting Council approval of the Type 2 Convention Sales License (CSL) applications listed in Exhibit A for operation during the 2020 Sundance Film Festival (Festival) contingent on passing the Final Inspection Post Application (FIPA).

Executive Summary

The Type 2 Convention Sales License applicants to date pending approval are shown in Exhibit A. The applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load and paid the applicable license fees. Staff is requesting approval of the applications for Convention Sales Licenses during the 2020 Sundance Film Festival (Festival).

Background

The Sundance Film Festival attracts an increasing number of businesses/entities which conduct business within the Park City (City) limits on a short-term basis. These entities are not affiliated with the Sundance Film Festival nor are they official sponsors. The increase in number of these entities has created health, safety and wellness concerns for the City and its residents, including the City's ability to provide basic Police, safety and emergency services. The Finance Department as well as other City staff is inundated with Type 2 Convention Sales License applications in the months and weeks before the Festival starts.

Municipal Code 4-7-3 (B)(2) retains Council authority to approve Type 2 CSL licenses. Prior to Council's consideration of the Type 2 CSL license application, the applicant must have a pre-inspection prior to application (PIPA). This inspection will highlight any issues related to the space prior to their final inspection. The inspection must accompany the license application along with accurate floor plans stamped by a design professional including the occupant load.
The process for a Type 2 CLS is as follows:

1. Obtain floor plans stamped by a design professional
2. Obtain a PIPA
3. Obtain receipt showing payment to Republic Services in the amount of $100 to cover trash impacts (one receipt *per applicant*).
4. Make application with site plan, PIPA, and pay the appropriate fee
5. Finance requests approval from City Council

6. Obtain Council approval
7. Obtain a FIPA
8. Issue license

The Municipal Code for Type 2 CSL's allows the City to address issues related to adverse impacts or carrying capacity issues related to the licensed activity and volume. It also allows service departments, event staff and public safety to obtain a more adequate picture of the total public service demands for the Festival in a timeframe that provides for service level and cost adjustments. Staff has reviewed the applications for accuracy and completeness. Staff recommends that Council review and approve the applicants listed in Exhibit A. The applicant(s) listed has received a PIPA and if approved by Council, must receive a FIPA prior to the license being issued.

Conventional Chain Businesses (CCBs)

There are no CCB's in Exhibit A.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Approve the Type 2 CSL applications listed in Exhibit A subject to passing the FIPA.
   Pros
   The applicants will be able to operate during the Festival.
   Cons
   There are no anticipated negative impacts associated with approving the locations on Exhibit A.

2. **Other Alternative:** Deny the Type 2 CSL applications listed in Exhibit A.
   Cons
   The applicants will not be able to operate during the 2020 Festival.

3. **Null Alternative:** If Council does nothing and does not grant approval, the applicants will not be permitted to operate at the specified host locations.

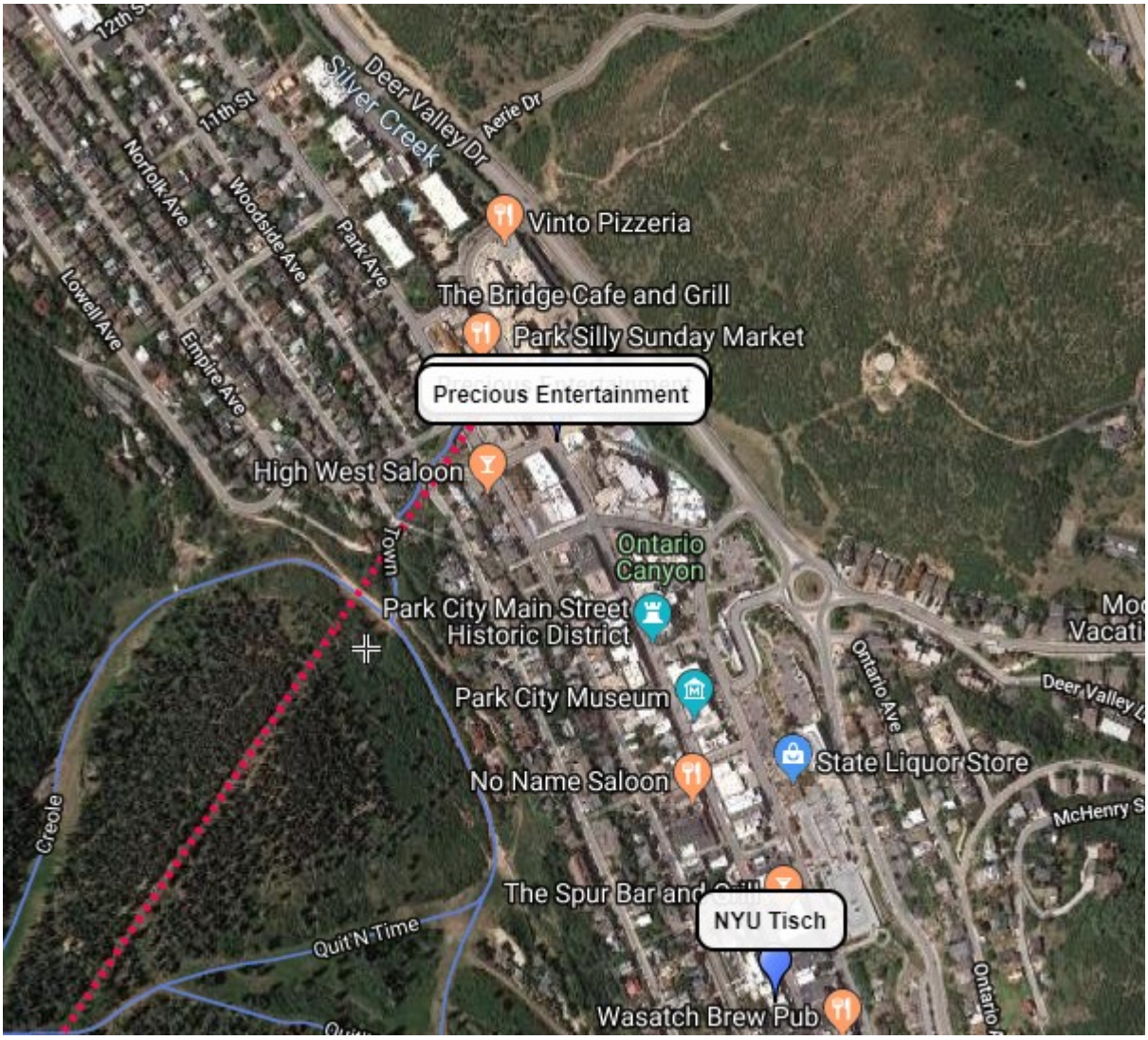
   Pros There are no perceived positive impacts from doing nothing.
   Cons The applicants will not be able to operate during the 2020 Festival.

Attachments

Exhibit A - List of Locations
Exhibit B - Map of Locations

CSL

	Applicant Name	Location Address	Regular Tenant	Storefront
	To Be Approved			
1	NYU Tisch	317 Main Street	Eating Establishment	Y
2	Precious Entertainment/Music Lodge	780 Main Street	Marriott	N
3	Precious Entertainment/Music Lodge	710 Main Street	Motherlode	N
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22				
	Previously Approved			
23	Slamdance	255 Main Street D & E	Eagle Nails on Main/TMI	N
24	Curated by Media	710 Main	Baan Thai/Bodega	Y
25	ACLU	625 Main Street	Sotheby's	Y
26	HBO	306 Main Street	Firewood	Y
27	MACRO	625 Main Street	The Downstairs	N
28	MACRO	625 Main Street	Terzian Gallery	Y
29	Carl Zeiss SBE, LLC	625 Main Street	The Downstairs	N
30	Apple/NVE	657 Park Ave	Big Moose Yacht Club	N
31	Screenvision Media	314 Main Street	David Beavis Gallery	Y
32	Female Quotient	314 Main Street	David Beavis Gallery	Y


Deer Valley Dr
Silver Creek
Aerie Dr
11th St
Norfolk Ave
Woodside Ave
Park Ave
Lowell Ave
Empire Ave
Vinto Pizzeria
The Bridge Cafe and Grill
Park Silly Sunday Market
Precious Entertainment
High West Saloon
Town
Ontario Canyon
Park City Main Street Historic District
Park City Museum
Ontario Ave
State Liquor Store
No Name Saloon
McHenry
Creole
The Spur Bar and
NYU Tisch
Quit N Time
Wasatch Brew Pub

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Beth Bynan
Submitting Department: Finance & Accounting
Item Type: Staff Report
Agenda Section:

Subject:
Request to Approve Single Event Temporary Liquor Licenses for Operation During the 2020 Sundance Film Festival

Suggested Action:
Approve

Attachments:
Liquor License Staff Report

Exhibit A: January 9 Liquor List

Exhibit B: January 9 Liquor Map

City Council Staff Report

Subject:	**Local Consent for Special Event Temporary Alcoholic Beverage Licenses during the 2020 Sundance Film Festival**
Author:	**Beth Bynan, Business License Specialist**
Department:	**Finance**
Date:	**January 9, 2020**
Type of Item:	**Consent**

Summary Recommendation

Staff is requesting Council approval of the Special Event Temporary Alcoholic Beverage License (License) applications listed in Exhibit A for operation during the 2020 Sundance Film Festival (Festival).

Executive Summary

Exhibit A lists all License applicants to date pending approval. These applicants have completed all requirements for application, including insurance requirements and paid the applicable license fee. All locations in Exhibit A have been considered vibrant or meet one of the one-year vibrancy exceptions listed in the code and are eligible to be approved for a Single Event Temporary Liquor permit. Staff is requesting approval of the attached applicants to serve alcoholic beverages during the 2020 Festival.

Background

The Municipal Code of Park City 4-6-2-(B)1 requires City Council approval of all single event alcoholic beverage licenses effective during the Festival, "no later than the last regularly scheduled meeting in the month of December." There are instances in which Park City Municipal (City) requires a License and the Department of Alcoholic Beverage Control (DABC) does not (i.e. private parties). As stated in Municipal Code 4-6-2-(B)1, all Single Event Temporary Liquor permit applications for the dates during the Sundance Film Festival are required to obtain Council approval no later than the last regularly scheduled meeting in the month of December.

After the Finance Department accepts completed applications, the applications are reviewed by multiple departments. After approval, the applications must receive City Council approval. Municipal Code 4-6-2(B)(2), allows City Council to choose to hold an emergency meeting to hear no more than twelve (12) applications for late approval. ***If*** an emergency meeting is held, no more than the first twelve complete applications to be submitted will be heard. A higher fee, pursuant to the fee schedule, may be required due to the expedited nature of the emergency meeting.

Condition of Approval:

In order to maintain life safety standards, staff recommends that security personnel (at a ratio of 1 security officer per 50 occupants) be required for all Single Event Temporary Alcoholic Beverage Licenses issued to nightclubs, bars and similar uses. Staff

recommends that this security be included as a condition of approval for these identified sites if highlighted in Exhibit A. Staff included this condition of approval information in the 2020 Rules of the Road document to encourage compliance and reduce last minute surprises for event organizers and applicants. To ensure compliance, the Fire Marshall will be monitoring the security plan implementation of these occupancy ratios.

Sites approved through the Special Event process are separately regulated; security is addressed during that application process.

Vibrancy:
In accordance with 4-2-15 "Vibrant Commercial Storefronts", locations that have been deemed “dark” for two or more consecutive quarters and which do not meet any of the one-year allowed exceptions will not be eligible for a Single Event Temporary Liquor permit at that location. All of the locations listed in Exhibit A are either vibrant or have met one of the exceptions to vibrancy and are eligible to be approved for the Single Event Temporary Liquor permit.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Approve the Single Event Liquor Permit locations listed in Exhibit A
   Pros
   a. The applicants will be able to serve liquor at their permitted locations.
   Cons
   a. There are no anticipated negative impacts associated with approving the locations on Exhibit A.

2. **Other Alternative:** Deny the Type 2 CSL applications listed in Exhibit A.
   Cons
   The applicants will not be able to operate during the 2020 Festival.

3. **Null Alternative:** If Council does nothing and does not grant approval, the applicants will not be permitted to operate at the specified host locations.

   Pros There are no perceived positive impacts from doing nothing.
   Cons The applicants will not be able to operate during the 2020 Festival.

Attachments

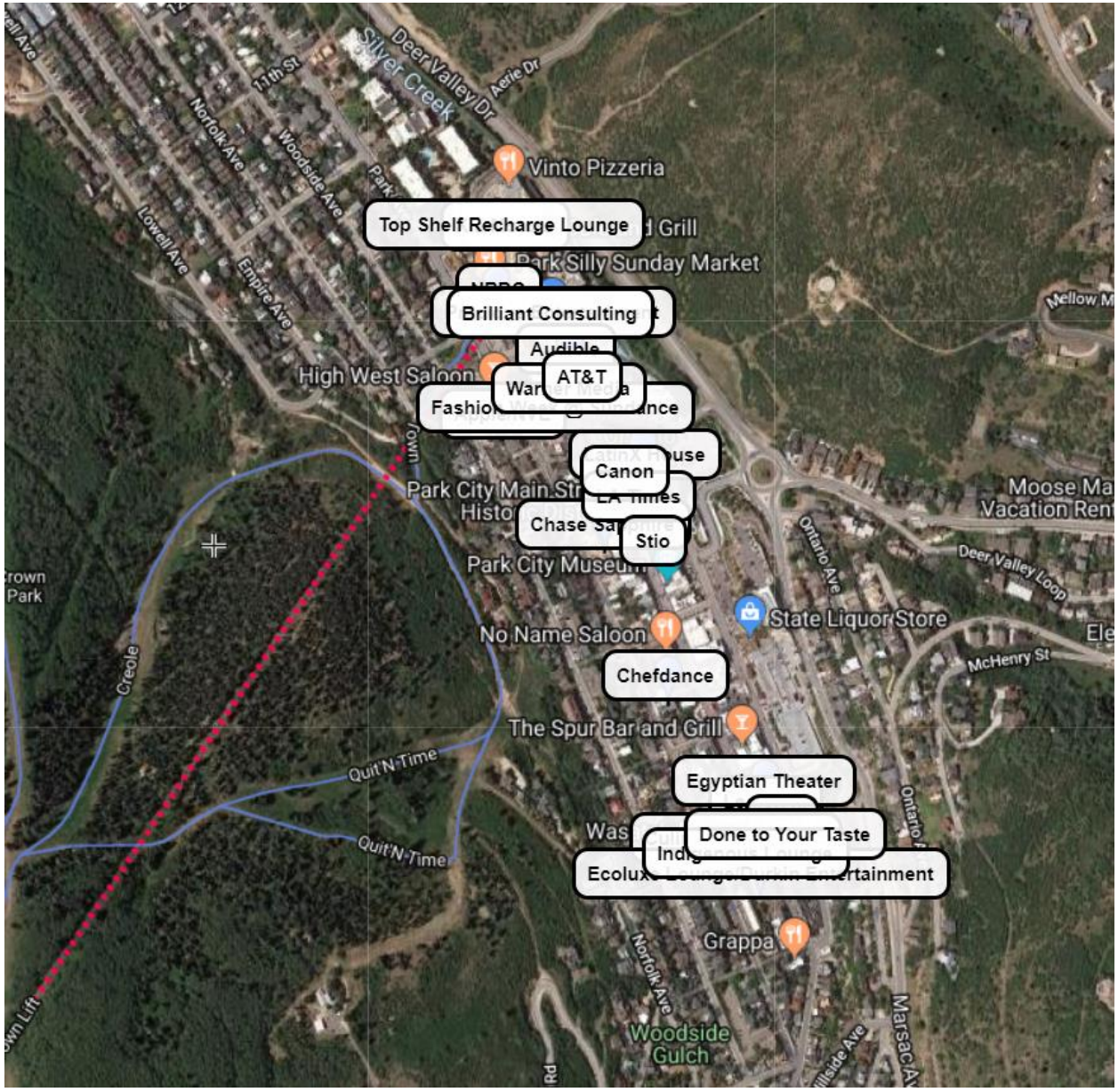
Exhibit A- List of locations
Exhibit B- Map of Locations

Temporary Liquor Applications

	Applicant Name	Location Address	Regular Tenant	Storefront
	To Be Approved			
1	Legion M	322 Main Street	Red Banjo	Y
2	LatinX House	136 Heber	Dressed Design	N
3	NRDC	825 Main Street	A1-A2	N
4	Chase Sapphire (wk 1)	573 Main Street	Old Town Gallery	Y
5	Chase Sapphire (wk 2)	573 Main Street	Old Town Gallery	Y
6	Netflix (wk 1)	890 Main Street	Mustang	N
7	Netflix (wk 2)	890 Main Street	Mustang	N
8	LA Times	580 Main Street	Willie Holdman	N
9	Stio	556 Main Street	Stio	Y
10	Egyptian Theatre (1/3)	328 Main Street	Egyptian Theatre	Y
11	Egyptian Theatre (2/3)	328 Main Street	Egyptian Theatre	Y
12	Egyptian Theatre (3/3)	328 Main Street	Egyptian Theatre	Y
13	HBO	306 Main Street	Firewood	Y
14	NVE/Apple	657 Park Ave	Big Moose Yacht Club	Y
15	Canon Lounge	592 Main Street	Habit	Y
16	Kia Motors	890 Main Street	Mustang	N
17	Music Lodge (wk 1)	738 Main Street	Paint Mixer	N
18	Music Lodge (wk 2)	738 Main Street	Paint Mixer	N
19	Audible	692 Main Street	Create PC	Y
20	Culinary Crafts/NVE/Lyft	305 Main Street	Meyer Gallery	Y
21	Ecoluxe/ABC4Media Lounge	255 Main Street	Tekila	N
22	Top Shelf/Indigineous Lounge	301 Main Street	Mountain Trails Gallery	Y
23	Done to Your Taste	260 Main Street	Susan Schwartz Studios	Y
24	Done to Your Taste	1283 Deer Valley Drive	Christian Center	N
25	Done to Your Taste	1283 Deer Valley Drive	Christian Center	N
26	Fashion Week @Sundance/Midnight Hour SLC	638 Park Ave		Y
27	Top Shelf Services Recharge Lounge	890 Main Street #103	Old Town Cellars	N
28	Brilliant Consulting/Blank Space	738 Main Street		N
29	Brilliant Consulting	675 Main Street		N
30	*Warner Media **LATE** (1/12)*	*675 Main (Basement)*	-	*N*
31	*AT&T/Warner Media **LATE** (2/12)*	*660 Main Street*	*Branded PC*	*Y*
32	*Chefdance **LATE** (3/12)*	*427 Main Street*	*Chefdance*	*N*
33	*Project Green **LATE** (4/12)*	*580 Main Street*	*Willie Holdman*	*Y*
	Previously Approved			
1	MACRO	625 Main Street	Terzian Gallery	Y
2	Slamdance	255 Main Street	TMI	N
3	Slamdance	255 Main Street	TMI	N
4	Slamdance	255 Main Street, C	Eagle Nails on Main	N
5	IndieWire Studio	625 Main Street	Sotheby's	Y
6	Meredith Marks Design (wk 1)	511 Main Street	Meredith Marks	Y
7	Meredith Marks Design (wk 2)	511 Main Street	Meredith Marks	Y
8	Sundance Institute (wk 1)	1895 Sidewinder Drive	Sheraton	N
9	Sundance Institute (wk 2)	1895 Sidewinder Drive	Sheraton	N
10	Sundance Institute (wk 1)	1401 Kearns Blvd	KAC	N
11	Sundance Institute (wk 2)	1401 Kearns Blvd	KAC	N
12	Sundance Institute (wk 1)	1167 Woodside Ave	The Shop	N
13	Sundance Institute (wk 2)	1167 Woodside Ave	The Shop	N
14	Canada Goose	558 Main Street	Park City Clothing Co.	Y
15	ASCAP (wk 1)	751 Main Street	Rich Haines Galleries	Y
16	ASCAP (wk 2)	751 Main Street	Rich Haines Galleries	Y

17	Vulture	591 Main Street	Lunds Fine Art	Y
18	Female Quotient	314 Main Street	PC Vacation Rentals	N
19	Acura (wk 1)	475 Swede Alley	Bob Wells Plaza	N
20	Acura (wk 2)	475 Swede Alley	Bob Wells Plaza	N
21	New Frontier (wk 1)	950 Iron Horse Drive	(Blockbuster)	N
22	New Frontier (wk 2)	950 Iron Horse Drive	(Blockbuster)	N
23	TAO	1251 Kearns	The Yard	N
24	The Walt Disney Company	738 Main Street	Paint Mixer	N
25	Sundance TV/Done to Your Taste (wk 1)	268 Main Street	Rockwell Room	Y
26	Sundance TV/Done to Your Taste (wk 2)	268 Main Street	Rockwell Room	Y
27	NVE Experience	305 Main Street	Meyer Gallery	Y

Staff recommends a security plan for the highighted address locations		


Deer Valley Dr
Silver Creek
Aerie Dr
11th St
Norfolk Ave
Woodside Ave
Lowell Ave
Empire Ave
Vinto Pizzeria
Top Shelf Recharge Lounge
Park Silly Sunday Market
Brilliant Consulting
Audible
AT&T
High West Saloon
Canon
Park City Main Str
Chase
Stio
Park City Museum
Ontario Ave
Deer Valley Loop
State Liquor Store
No Name Saloon
Chefdance
McHenry St
The Spur Bar and Grill
Egyptian Theater
Done to Your Taste
Quit N Time
Quit N Time
Creole
Grappa
Woodside Gulch
Norfolk Ave
Marsac Ave

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Heinrich Deters
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Request to Approve a Recreational Use Lease with Storied Development on the Bonanza Flat Property Consistent with the 2017 Bonanza Flat Purchase Agreement and in a Form Approved by the City Attorney

Suggested Action:

Attachments:
Bonanza Flat Lease- Storied Development Staff Report

Exhibit A: Storied Development Lease- Table of Permitted & Prohibited Uses

City Council Staff Report

Subject: Storied Development Property Lease- Bonanza Flat
Author: Heinrich Deters
Department: Sustainability Department
Date: January 9, 2020
Type of Item: Administrative Consent

Summary Recommendations:

Staff recommends City Council approve a recreational use lease with Storied Development on the Bonanza Flat property consistent with the 2017 Bonanza Flat Purchase Agreement in a form approved by the City Attorney.

Background:

- Park City Municipal Corporation acquired the Bonanza Flat property in June of 2017.
- The Purchase Agreement conditioned the existing recreation lease held by Talisker Corporation LLC. be allowed to continue by a future successor.
- Storied Development is the successor to Talisker Corporation LLC.

Analysis:

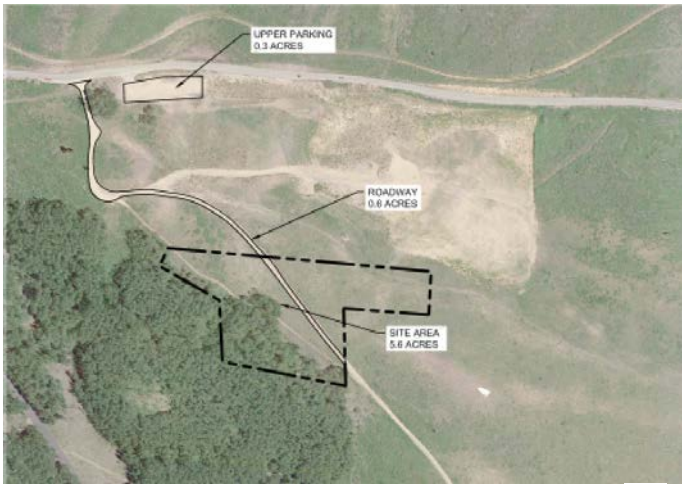
The proposed lease area consists of six contiguous acres, located on the east side of Pine Canyon Road and is further identified in the map below. A table of uses has been provided as (Exhibit A). The lease allows for the following:

Improvements:

- Warming Hut and Storage Building (existing but to be relocated)
- Yurt (existing use but new yurt to be constructed summer 2020. PCMC has acquired the old yurt structure)
- Parking area (existing)

Uses:

- Sledding (Winter)
- Motorized access to and from sledding hill
- Passive recreational activities (Summer/Winter)
- Use of improvements (Yurt/Warming hut) for serving food/hot chocolate to invitees
- Total of four (4) special events up to eighty invitees.
    - Tenant shall limit parking to parking area and
      provide shuttles to and from area,



- Tenant has agreed to a reporting system for the four special events, which encompasses a bi-annual report noting event dates, numbers in attendance, parking plans and any permitting requirements.
- Tenant shall comply with any/all jurisdictional permitting required

Prohibited Uses:

- Motorized use, including recreational snowmobiling on property. Tenant may use snowcat or snowmobiles to access the leased area and provide shuttles for sledding activity.
- Camp fires
- Camping
- Use of lifts, tow ropes, for transporting sledders/tubing
- Overnight parking
- Fireworks

Leased premises:

The tenant has the right under the lease to restrict the public to the leased area so as to enjoy the terms of the lease agreement.

Bonanza Flat/Storied Development Lease- Table of Permitted & Prohibited Uses

Area	General Parking located off Guardsman Pass Road (use summer only)	Temporary Parking located at Outpost (use summer only)	Outpost: Yurt; Accessory Buildings & Structures (must have self- contained restrooms)	Tubing Hill and Warming Hut (winter only)
Location	Exhibit A	Exhibit B	Exhibit C	Exhibit D
Access:	Guardsman Pass	Guardsman Pass to Bonanza Ridge Road	Guardsman Pass to Bonanza Ridge Road (summer) Designated Route (winter)	Designated Route (winter)
Permitted Uses	Permitted Uses (General Parking): 1. Tenant's members and Tenants approved invitees 2. No more than 20 vehicles.	Permitted Uses (Temporary Parking) 1. Drop-off and shuttle pick up of Tenant's members and guests. 2. Maintenance support, deliveries, for permitted uses. 3. No more than 10 vehicles.	Permitted Uses: 1. Up to (4) special events for up to 80 participants which are Tenant's members and Tenants approved invitees.* 2. Talisker Club General Recreational Purposes for participants up to 30. 3. Food preparation using stove or BBQ. 4. Support of equestrian use. 5. Storage related to Permitted Uses. 6. Propane fire tables.	Permitted Uses: 1. Tenant's members and Tenants approved invitees. 2. Two snowmobiles or snow cat may be used to shuttle guests from the bottom of the tubing hill to the top of the tubing hill. 3. Snowmobile and snow cat transportation for tenants members and guests to lease hold area is permitted using designated route.
Prohibited Uses	Prohibited Uses: No overnight parking.	Prohibited Uses: No overnight parking.	Prohibited Uses: Motorized use except as expressly provided in this Lease. Camping Campfires Firearms/fireworks.	Prohibited Uses: Motorized use except as expressly provided in the Lease. Recreational snowmobiling. Use of rope tow or lift or other motorized means of moving people.

*Special Event Reporting requirement

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Brooke Moss
Submitting Department: Human Resources
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the Mayor to Enter into a City Manager Agreement with Matt Dias in a Form Approved by the City Attorney

Suggested Action:

Attachments:
City Manager Contract Staff Report

Exhibit A: City Manager Contract

City Council
Staff Report

Subject: City Manager Appointment
Author: Brooke Watters
Department: Human Resources Director
Date: December 19, 2019
Type of Item: Administrative- Council Consent

Summary Recommendations:
Authorize the Mayor to appoint and enter into an agreement for the provision of services by Matt Dias to Park City Municipal Corporation as the City Manager, in the amount of One Hundred sixty one thousand, seven Dollars and twenty two Cents ($161,007.22) annually.

Topic/Description:
Appointment of Matt Dias as City Manager of Park City Municipal Corporation.

Background:
Pursuant to Municipal Code § 2-4-1, the Mayor appoints the City Manager with the advice and consent of the City Council. The Mayor votes as a member of the six member Council "for or against the appointment or dismissal of a City Manager." Municipal Code § 2-2-3(B).

Analysis:
Matt Dias has been offered the appointment of City Manager subject to the Council approval of the attached contract. Below is a summary of the terms of the employment contract:

1. Position: Dias will provide services to Park City in the capacity of City Manager and shall report to the Mayor and City Council. The residency requirement that the City Manger reside within the Park City limits is waived so long as Dias continues to live within the Park City School District boundaries.
2. Performance Evaluations/Goals Workshop: The City Manager shall be reviewed in writing annually by the Mayor and City Council.
3. Compensation: Annual salary of $161,007.22. Dias will be eligible for bonuses and salary adjustments within City policies. A car allowance of $400 per month is also included. Dias is eligible for housing allowance so long as he resides within the school district boundaries. Compensation package includes reasonable professional dues, fees, travel, and subsistence expenses.
4. Leave: 24 days of vacation per year and one floating holiday.
5. Benefits: disability; family health and dental insurance; recreation benefits; life insurance; and sick leave under the same terms as other regular full-time employees.
6. Retirement: Deferred compensation and retirement benefits available to all full-time regular employees.

7. Term: Dias shall serve at the pleasure of the Mayor and City Council. Severance is provided for if the Mayor and Council dismiss the Manager without cause.

Department Review:
Human Resources Department, Legal Department

Alternatives:

A. Approve:
Approve contract language and proceed with appointment of Matt Dias as the City Manager of Park City Municipal Corporation.

B. Deny:
Reject the proposed contract. Council could choose to begin an external recruitment for selection of another potential candidate for City Manager. HR would return with information on professional recruiters and timelines. This would adversely impact existing service levels and workload.

C. Modify:
Council could choose to modify the agreement or direct staff to reconsider the selection or terms, which would delay the appointment of the City Manager.

D. Continue the Item:
Council may feel there is not enough information to make a decision, which will delay the appointment.

Funding Source:
This position is currently budgeted in Executive Department personnel budget.

Consequences of not taking the recommended action:
No appointment of City Manager, begin an external recruitment immediately.

Recommendation:
Authorize the Mayor to appoint and to enter into an agreement for the provision of services by Matt Dias to Park City Municipal Corporation as the City Manager.

Exhibits:
Exhibit A – Employment Agreement

EMPLOYMENT AGREEMENT

City Manager, Park City Municipal Corporation

Park City Municipal Corporation (Park City or City) and Matthew Dias (Dias) desire to enter into an agreement for the provision of services by Dias to Park City. Because Dias's position as City Manager is at-will and serves at the pleasure of the Mayor and City Council, and because the arrangement between Dias and Park City includes benefits and incentives which differ from those provided by the Personnel Policies and Procedures which govern Park City's other employees, Park City and Dias desire to set forth the specifics of their relationship in the form of this Employment Agreement (Agreement).

In consideration of the mutual agreements and promises contained herein, the sufficiency of which is hereby acknowledged by both parties, Park City and Dias agree as follows:

1. **Position**

A. **Scope of Duties**. Dias will provide services to Park City in the capacity of City Manager as defined in the Municipal Code of Park City (MCPC) §§ 2-4-1, 2-4-3, and 2-4-5, as amended. Dias (City Manager) will perform other legally permissible and proper duties and functions as the Mayor and City Council may from time to time assign, or as required by federal, state, or local law or regulation. City Manager shall report to and be supervised by the City Council and the Mayor. The terms of City Manager's employment with Park City will be governed by this Agreement. City Manager is not subject to the terms of employment set forth in the Personnel Policies and Procedures Manual, as amended, unless specifically provided herein. City Manager shall comply with and perform the applicable duties and responsibilities as required in this Agreement and in MCPC Title 3, Code of Ethics, as amended (Ethics Code). City Manager shall devote his full business time and best efforts to the City and may not engage in outside employment except as approved by the Mayor, with the advice and consent of the Council.

B. **Residency Requirement**. Park City Municipal Code § 2-4-1 requires the City Manager to reside within the City. This requirement is hereby waived, so long as City Manager lives within the Park City School District boundaries.

2. **Performance Evaluations**

City Manager shall be subject to written performance evaluations as may be held from time to time at the discretion of the Mayor and City Council, but in any event at least once a year commencing within 60 days of the start of the annual evaluation cycle applicable to other employees (currently April 15). City Manager shall prepare a written self-evaluation, which shall be delivered to the Mayor and City Council at least 14 days prior to the evaluation, unless otherwise specified by the Mayor and the City Council. The self-evaluation shall incorporate the City's critical priorities or goals from any prior reviews, roles and responsibilities, and any applicable performance standards from the Mayor and City Council at their annual Visioning workshop. Upon completion of the evaluation, the Mayor and City Manager shall prepare an evaluation summary which may include specific direction and expectations. City Manager shall meet with the City Council, in Closed Session, at Council's request, to verbally discuss performance and seek feedback.

3. **Compensation**

A. Park City will compensate City Manager at an annual base salary of $161,007.22, payable in accordance with City's regular and customary payroll practices.

B. City Manager will also be eligible for bonuses and salary increases, subject to the policies set forth in the Personnel Policies and Procedures Manual, as amended, and based on performance as indicated by performance reviews, in an amount to be determined by the Mayor and City Council**.** Such bonuses and salary increases shall not require a formal amendment of this employment agreement. All amounts payable to the City Manager under this Agreement are subject to applicable federal and state payroll withholding taxes. Additionally, City Manager's position will be eligible for review, on the same basis as other positions, if the City conducts a compensation review.

C. City Manager shall be paid a car allowance of $400 per month during the term of this agreement. He may receive mileage reimbursement, at the specified rate and pursuant to the City's mileage reimbursement policy, for eligible travel that exceeds 100 miles each way (200 miles round trip).

D. Because City Manager lives within the Park City School District boundaries, he shall receive the same housing allowance received by regular full-time employees as provided in the Administrative Policies Manual, as amended.

E. Subject to annual budget approval by the City Council, such approval not to be unreasonably withheld, the City agrees to budget and pay for reasonable professional dues,

fees, travel, and subsistence expenses to enable City Manager to participate in national, regional, state and local associations, organizations and conferences, including but not limited to NLC, ICMA, and ULCT, as well as associated short courses, institutes and seminars for professional growth and development.

4. **Leave**

City Manager will receive pay for holidays recognized by the City during the term of this Agreement. City Manager will be eligible for the City's annual floating holiday. City Manager's seniority will be adjusted so that he will accrue 16 hours per month of vacation per year during the term of this contract. City Manager's leave accrual will be subject to the same changes applicable to regular full-time employees of similar seniority as provided in the Policy and Procedure Manual, as amended. Vacation use in excess of five consecutive workdays will require pre-approval by the Mayor, who will not unreasonably withhold such approval. Annual leave carry-over shall be subject to the rules applicable to regular full-time employees in the Policy and Procedure Manual, as amended.

5. **Benefits**

As an employee of Park City, City Manager shall be entitled to disability; family health and dental insurance; recreation benefits; life insurance; and sick leave under the same terms as other regular full-time employees of Park City in the Policy and Procedure Manual, as amended. While acting within the scope of employment, City Manager shall be covered by the liability insurance policies of Park City.

6. **Retirement**

City Manager will be entitled to deferred compensation matching contributions and retirement benefits available to all other full-time employees of the City as detailed in the Policy and Procedure Manual, as amended.

7. **Term**

A. City Manager shall serve at the pleasure of the Mayor and City Council. The Mayor, with the advice and consent of the Council, may terminate this Agreement and City Manager's employment with or without cause at any time. In the event City Manager is asked for his resignation or terminated without cause, City agrees to pay City Manager a lump sum cash payment equal to six month's base salary as Separation Pay (Separation Pay). Payment of any Separation Pay to City Manager under this Paragraph 7 or otherwise shall be contingent on City Manager's execution of a separation agreement and release of all claims in a form acceptable

to City. City Manager shall also be compensated for all earned vacation or other leave accrued pursuant to City policies as of the date of termination, calculated at the base rate of pay in effect upon termination. City shall have no liability to City Manager arising from such termination except as specifically set forth in this Agreement or required by law.

If City Manager is terminated For Cause (For Cause), the City shall have no obligation to pay Separation Pay to City Manager and shall be liable to City Manager only for payment of salary and benefits earned by City Manager through the last day of employment.

The following circumstances constitute For Cause: (i) if, at the time of termination of employment, City Manager been convicted, indicted, charged, or is under active criminal investigation concerning a public offense involving a felony or moral turpitude; this provision shall not restrict the award of full Separation Pay should City Manager subsequently be found not guilty of such charge or if the charges are otherwise dismissed; (ii) material violation by City Manager of any of his duties and responsibilities under this Agreement, State Law, or City Code; (iii) conduct in violation of the City's policy against unlawful harassment or discrimination; or (iv) violation of, or refusal to enter into, a Clear Agreement and High Performance Contract, or similar agreement at the City's discretion, with the City Council.

At his request, City Manager shall be entitled to an informal hearing before the Mayor, City Council, and City Attorney prior to such termination For Cause. Determination of dismissal For Cause shall be made in the sole discretion of the Mayor, with the advice and consent of the Council.

B. This Agreement may be terminated by City Manager for any or no reason by providing the Mayor and Council two month's written notice, unless the Mayor and Council agree to a shorter period.

C. In the event the Council at any time reduces the salary, compensation, or other benefits of City Manager in a greater amount than an applicable, across the board reduction for all employees of City, or in the event the Council refuses to comply with any other compensation or benefit provision benefiting City Manager herein, then City Manager may, at his option, be deemed terminated and eligible for Separation Pay as provided herein. Nothing in this Agreement requires a future City Council to appropriate funds to fulfill this Agreement.

8. **Severability**

If any portion of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

9. **Merger**

This Agreement constitutes the entire and only agreement between the parties and it cannot be altered except by written instrument, signed by the Mayor and City Manager.

DATED this ___ day of January, 2020.

PARK CITY MUNICIPAL CORPORATION

_____
By: Andy Beerman, Mayor

Attest:

_____
City Recorder

Approved As To Form:

_____
Mark Harrington, City Attorney

_____
Matthew Dias

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of January, 2020, before me, _____, the undersigned notary public, personally appeared Matthew Dias, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

_____
Notary Public

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve the First Addendum to the City Services Agreement in a Form Approved by the City Attorney for a Two Year Extension of the Park Silly Sunday Market (PSSM) Contract for 2021 and 2022
(A) Public Input (B) Action

Suggested Action:

Attachments:
PSSM 2 Year Extension Approval Staff Report

Exhibit A: PSSM Contract Addendum Extension w Minor Terms DRAFT

City Council Staff Report

Subject:	**Park Silly Sunday Market (PSSM) Approval of Two Year Contract Extension**
Author:	**Jenny Diersen, Special Event & Economic Dev. Program Manager**
Department:	**Economic Development**
Date:	**January 9, 2020**
Type of Item:	**Administrative**

Summary

Hold a public hearing, and approve the First Addendum to the City Services Agreement, in a form approved by the City Attorney (Ex A), for a two year extension of the PSSM contract for 2021 and 2022.

Minor changes include addressing a date conflict with Fourth of July in 2021, reducing noise, addressing pedestrian management at the Main Street and Heber Avenue intersection, eliminating vendor parking on Park Avenue, PSSM performing bollard installation, and updating insurance requirements. All other terms and conditions of the original Agreement shall continue to apply.

Background

There is a long background and positive history regarding PSSM. Per section B.2 of the current contract, the Agreement shall renew for an additional two years (2021 and 2022), provided both parties execute written notice to renew by March 1, 2020. On November 8, 2019, PSSM provided a letter of intent to renew for two years with minor changes.

HPCA has conducted merchant outreach and supports the two year extension and minor changes. The HPCA informed the membership at the November meeting and HPCA supported the contract extension at their December meeting. The board acknowledged that more than 25% of their membership may be negatively impacted. One of the issues highlighted was daytime parking fees in China Bridge. While the organization understands the reasoning for increasing rates, it may discourage visitors not interested in the market from visiting Main Street on Sundays. Despite these concerns, HPCA is supportive of the PSSM.

At the December 5 Work Session (p. 111-114), Council provided direction to extend the contract for two years with the changes noted above (minutes p. 10-11).

Analysis & Recommendation

The following operational contract changes (Ex A) are proposed:

1. 2021 Date Conflict with Fourth of July.
   In 2021, PSSM conflicts with 4th of July. This civic event is a priority over the PSSM, but staff believes the events can be held concurrently by diverting the parade to Heber Avenue and Park Avenue. Allowing these events on the same weekend will create a non-event weekend in August, which is required by the PSSM contract.
2. Minor operational changes include:

a. Noise Reduction – 75 decibels from 10am-1pm, and 90 decibels from 1pm-5pm. PSSM currently allows music at 90 decibels from 10am-5pm. This is in response to neighborhood concerns regarding stage and music amplification.
b. Parking - No vendor parking on Park Avenue. Currently, vendors are only discouraged. Park City will ticket and tow vendors on Park Ave moving forward.
c. Bollard Installation – PSSM will continue bollard installation for $1,000 per market. PSSM has performed the work for $550 per market, but indicate they lose money to pay labor costs. This change will take effect in 2021, and is still more cost effective than bringing the City's contractor or requiring City Streets staff.
d. Pedestrian Management – PSSM will improve pedestrian management at Heber and Main Street intersection in coordination with the Police Department, Special Events, and Transit.
e. Insurance Coverage/Liability - PSSM insurance language will reflect PSSM as primary.

Minor contract changes indicated above are not to begin until 2021, however, PSSM is prepared to implement during the 2020 season, unless otherwise noted.

Funding

Beginning 2021 season, total City services for PSSM is estimated at $79,782.

- The City will continue to cover City services for up to 11 markets (estimated $60,500) and will no longer contribute $15,000 to Sustainability Efforts.
- PSSM will continue to preform Bollard Installation for the event at a value of $1,000 per market/$14,000 total for the season. This value will begin with the 2021 season, and will be $550 per market for the 2020 season.
- Based on the adjustments outlined, PSSM will pay the City $5,282 for current level of City Services starting 2021 season.

Estimated City services are budgeted within department budgets/BFO process in the upcoming year (2020). The 2021 season will be the first year that PSSM is expected to pay for a portion of City Services (new revenue).

Attachments

Exhibit A: Addendum to Extend PSSM City Services Agreement for Two Years with Minor Changes DRAFT

FIRST ADDENDUM TO CITY SERVICES AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION & PARK SILLY SUNDAY MARKET

This FIRST ADDENDUM is made and entered into in duplicate this _____ day of _____, 20___, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK SILLY SUNDAY MARKET, a Utah non-profit corporation, ("PSSM" or "Service Provider"), to amend the City Services Agreement signed and executed by the parties on October 27, 2017.

WITNESSETH:

WHEREAS, the parties entered into a City Services Agreement on October 27, 2017; (hereinafter "Original Agreement");

WHEREAS, the term of the Original Agreement is due to end September 30, 2020; and

WHEREAS, the Section B. 2. of the Original Agreement, Term and Lease of Use Areas During Use Periods, included a two (2) year renewal for 2021 and 2022, provided both parties execute written notice to renew, which PSSM completed on November 8, 2019, and the City completed on January 9, 2019;

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. AMENDMENTS:

a. **EXTENSION OF TERM**. The term of the Original Agreement shall be extended to a termination date of September 30, 2022.

b. **SCOPE OF SERVICE**.

The Scope of Services shall be amended as follows:

Add Section B.2.1 D. - 4th of July 2021 – PSSM will program Main Street from Heber Avenue to 9th Street the 4th of July Parade in 2021. Fourth of July shall have priority over PSSM, and the Special Event Manager, in coordination with the Chief of Police and Transportation Planning Manager, shall make findings that the events do not conflict and can be significantly mitigated.

Amend Section B.2.5(d) - PSSM must obtain a relief from Noise Restrictions (6-3), as amended, for activities occurring on any given Sunday. PSSM will orient all temporary stages so as to minimize sound

impacts to the neighborhood. All activities will have the following noise schedule:

- 75 decibels from 10am-1pm, and 90 decibels from 1pm -5pm.

Add Section B.2.5(n) - PSSM, at its cost, shall incorporate such measures as directed by City staff and in coordination with the Park City Police Department to ensure safe pedestrian management at the intersection of Heber Avenue and Main Street.

Add Section B.2.5(o) - PSSM shall require no vendor parking on Park Avenue and provide the City with a weekly list of vendor license plates. Parking Services shall enforce this item.

Add Section E.10.(c)(i) - PSSM will manage bollard installation for all 14 market dates and will be credited One Thousand Dollars ($1,000.00) per Market, estimated at Fourteen Thousand Dollars ($14,000.00) total per season. PSSM understands that this is not a cash payment.

Add Section E.10.(c)(ii) - PSSM will pay the City for any City Services not credited or waived through Section E.10(b)(i) or E.10(c)(i) for the 2021 and 2022 Market years.

Amend Section F.12.(3)(b) - For any claims related to this City Services Agreement, PSSM's insurance coverage shall be primary insurance coverage with respect to City its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City its officers, officials, employees, or volunteers shall be excess of the PSSM's insurance and shall not contribute with it. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by PSSM, its employees, agents and subcontractors.

2. **OTHER TERMS**.
   All other terms and conditions of the Original Agreement shall continue to apply.

3. **ENTIRE AGREEMENT**. This First Addendum is a written instrument pursuant to Section 2 and Section 20.7 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480

Park City UT 84060-1480

_____
MATT DIAS, City Manager

Attest:

_____
City Recorder's Office

Approved as to form:

_____
City Attorney's Office

SERVICE PROVIDER:
Name: PARK SILLY SUNDAY MARKET, a Utah non-profit corporation
Address: PO Box 684229
City/State/Zip: Park City, UT 84068
Tax ID#:
PC Business License #:_____

By: _____
KATE MCCHESNEY
Executive Director

STATE OF _____)
COUNTY OF _____)
On this ____ day of _____, 20____, Kate McChesney personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the Executive Director of Park Silly Sunday Market, a Utah non-profit corporation, and that said document was signed by her on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and she acknowledged to me that she executed the First Addendum to the City Services Agreement Between Park City Municipal Corporation & Park Silly Sunday Market.

_____
Notary Public

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Heinrich Deters
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve an Exchange Agreement with Girl Scouts of Utah for Property Located within Bonanza Flat in a Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:
Girl Scouts of Utah & PCMC Land Exchange Agreement Staff Report

Exhibit A: Exchange Agreement

Exhibit B: Restrictive Covenant

City Council Staff Report

Subject: Bonanza Flats Exchange Agreement- Girl Scouts of Utah
Author: Heinrich Deters
Department: Sustainability
Date: January 9, 2020
Type of Item: Old Business-Property Exchange

Recommendation

Staff recommends Council approve a land Exchange Agreement with Girl Scouts of Utah (GSU), in a form approved by the City Attorney. (Exhibit A)

Background

Park City acquired the 1,350 acre Bonanza Flat open space in 2017. Adjacent to the Bonanza Flat property is:

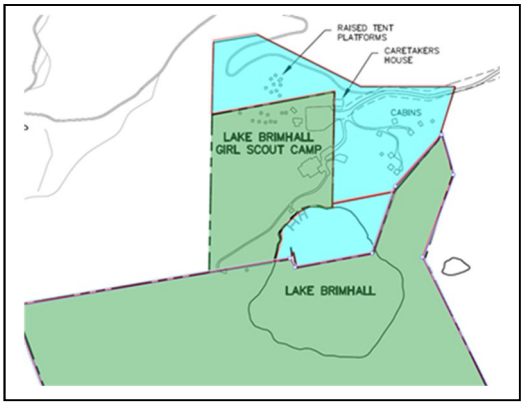
- Approximately 236 acres owned by the GSU referred to as the Silver Islet property. (Silver Islet Property);
- Approximately 11 acres owned by GSU where the Camp Cloud Rim Lodge, bathrooms and shower facilities, and tent plat forms (Camp Property);
- Approximately 11 acres owned by PCMC and leased to GSU, which includes the GSU ranger home, water infrastructure, several cabins, bathrooms and shower facilities. (Lease Property); and
- Approximately 5 acres, owned by PCMC, which includes docks and programming facilities on the shoreline of Lake Brimhall. (Lake Property)

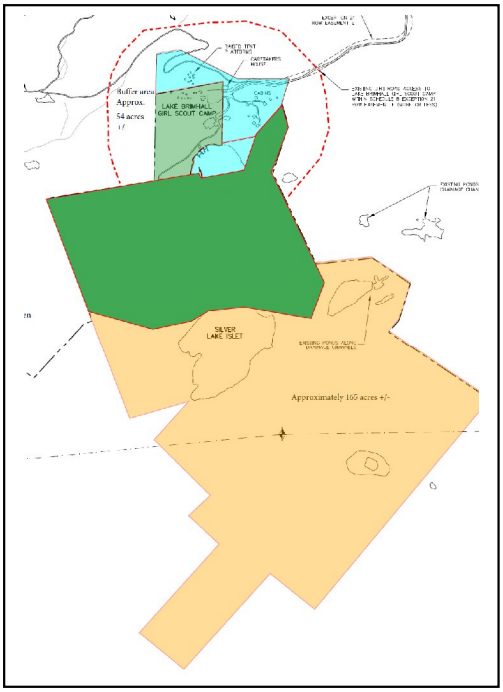
GSU has operated Camp Cloud Rim for more than 80 years and has strived to resolve ownership and water issues with previous landowners, in the hope of improving the sustainability and security of the camp.

Analysis

The intent of the land Exchange Agreement is to aid PCMC's conservation goals and the long term sustainability of the GSU camp and related programming by resolving lease, infrastructure, security, and land management issues by implementing the following:

- GSU acquires fee title of approximately 16 acres (in blue) of previously leased land where vital infrastructure including a ranger cabin, several cabins and restroom/shower facilities are located, in addition to shore line and lake property not previously leased but owned by PCMC, where docks and programming takes place.





- PCMC acquires fee title of approximately 170 acres (in orange) of protected open space to be encumbered by the BFCE, where existing trails connect to and from Bloods Lake, Lake Lackawaxen, Silver Islet and Culvert Meadow.

- GSU retains approximately 86 acres (dark and light green) of their property where the current Lodge and programming takes place.

- GSU acquires a Water Lease, associated easements and Protection Area, (red dashed), which improves the security and sustainability of the camp and related programming.
The Water Lease and Protection Area provisions are exclusive to GSU.

- PCMC acquires an option to purchase the property and a commitment that the camp and associated GSU property be encumbered by the BFCE, should GSU cease operations, sell or transfer the camp.

PCMC and GSU have been working towards an equitable Exchange Agreement for close to two years, which would be consistent with the preservation goals outlined by the acquisition of Bonanza Flat and related bond funding.

- The water lease and protection area is exclusive to GSU and cannot be assigned or transferred.
- A Restrictive Covenant (Exhibit B) will encumber all the GSU lands for as long as they own Camp Cloud Rim.
- Should GSU cease operating, transfer or sell the property/Camp Cloud Rim, the following shall take place:
    - Restrictive Covenant is terminated.
    - The BFCE goes on all of the GSU property limiting its use and development of structures /improvements to existing conditions, limiting the marketability.
    - PCMC has first option to acquire the GSU property/improvements as encumbered by the BFCE.
    - Should PCMC not exercise the option, GSU may sell the property encumbered by the BFCE but without the water lease and protection area.
- PCMC will provide fencing, signage and gates, designated use restrictions at applicable access points to the protection area and GSU property.

Attachments

Exhibit A- Girl Scouts of Utah Exchange Agreement
Exhibit B- Restrictive Covenant

EXCHANGE AGREEMENT FOR REAL PROPERTY

THIS EXCHANGE AGREEMENT FOR REAL PROPERTY (this **"Agreement")** is entered into this ____ day of January, 2020 (the **"Effective Date"),** by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (the "**City**"), and **GIRL SCOUTS OF UTAH**, a Utah non-profit corporation ("**GSU**") or its assigns. The City and GSU sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, GSU is the fee owner of two parcels of land located in Wasatch County, State of Utah. The first parcel consists of approximately 11 acres of land commonly known as the Camp Cloud Rim property ("**Camp Parcel**"). The second parcel consists of approximately 236 acres and is commonly known as the Silver Islet Lake property ("**SILP Property**"). The Camp Parcel and SILP Property are more particularly described on **Exhibit "A"**, attached hereto and by this reference incorporated herein**;** and

WHEREAS, the City is the fee owner of various lands (the "**City Lands**") adjacent to and surrounding the Camp Parcel and SILP Property. Approximately 11.3 acres of City Lands immediately North and East of the Camp Parcel are subject to an existing lease from the City (or its predecessor) as lessor to GSU as lessee (the "**GSU Leased Lands**") and approximately five (5) acres of Park City Lands comprising waterfront property of Lake Brimhall (the "**Lake Parcel**"). The City Lands are more particularly described on **Exhibit "B"** attached hereto and by this reference incorporated herein; and

WHEREAS, the SILP Property is currently encumbered by a certain Conservation Easement dated December 26, 2012, which is recorded in the office of the Wasatch County Recorder as Entry No. 385364, Book 1070, Page 1816 (the "**SILP Conservation Easement**"). The "Holder" of the Conservation Easement is Silver Islet Lake Partners, LLC ("**SILP**"). The SILP Conservation Easement is attached hereto as **Exhibit "C"** and by this reference incorporated herein; and

WHEREAS, upon the satisfaction of the conditions stated in this Agreement, the Parties desire to enter into a land exchange whereby GSU will convey by special warranty deed approximately 170 acres of the SILP Property to the City ("**City Exchange Property**") and the City will convey by special warranty deed the GSU Leased Lands and the Lake Parcel (approximately 16 acres) (collectively the "**GSU Exchange Property**"). The City Exchange Property and the GSU Exchange Property may sometimes be collectively referred to as the ("**Exchange Properties**"). All acreages stated in this Agreement are approximations subject to adjustments to be agreed upon by the Parties based upon surveys and/or field work performed by Alliance Engineering.

AGREEMENT:

NOW, THEREFORE, for good and sufficient consideration and the mutual promises of the parties as set forth herein, the Parties agree to the following covenants, conditions, terms and obligations:

1. CITY DUE DILIGENCE SATISFIED. Subject to review and approval of title as set forth in Section 5(a), the City is familiar with the City Exchange Property, the City has satisfied itself as to the condition, including, without limitation, the environmental condition, of the City Exchange Property, and the City is willing to acquire the City Exchange Property in its "As-Is" condition as further described in Section 11 below.

2. GSU DUE DILIGENCE SATISFIED. Subject to review and approval of title as set forth in Section 5(a), GSU is familiar with the GSU Exchange Property, GSU has satisfied itself as to the condition, including, without limitation, the environmental condition, of the GSU Exchange Property, and GSU is willing to acquire the GSU Exchange Property in its "As-Is" condition as further described in Section 11 below.

3. CONSIDERATION AND TRANSACTION DOCUMENTS. The Parties desire to exchange the City Exchange Property and the GSU Exchange Property identified above strictly in accordance with the terms and conditions set forth below. As a part of the transaction described in this Agreement, and as consideration for the Parties respective conveyances of the City Exchange Property and the GSU Exchange Property at Closing, the Parties will execute, or cause the appropriate party to execute, certain acknowledgements or agreements in form and substance acceptable to the Parties (the **"Acknowledgments and Agreements")** granting, addressing and/or confirming the benefits and consideration set forth in subparagraphs (a) through (f) below not less than five (5) business days prior to the Closing, all as described in this Agreement. The Parties may require that certain of the Acknowledgements and Agreements be in a form which would allow recording with the Wasatch County Recorder's Office.

a. *Termination of SILP Conservation Easement*. A Termination Agreement whereby GSU will cause SILP to terminate the SILP Conservation Easement covering all of the SILP Property which Termination Agreement shall be recorded with the Wasatch County Recorder's Office at Closing. As part of such termination, the City agrees that it will release SILP from any and all responsibility for or obligations under the SILP Conservation Easement and SILP shall not have any ongoing duties to GSU, the City, or the City Exchange Parcel subsequent to Closing.

b. *PC Option Agreement*. GSU and the City shall have entered into a mutually acceptable option agreement in favor of the City (the **"City Option"**), whereby the City will be provided an option to purchase the GSU Exchange Parcel, the Camp Parcel, and the remaining acres of the SILP Parcel (collectively the "**GSU Lands**") at fair market value and subject to the BFCE upon the following events: (1) Cessation of Operations (as defined

below) of its camp on the GSU Lands and/or (2) GSU decides to sell all or part of the GSU Lands. The City Option shall be recorded with the Wasatch County Recorder's Office within two (2) business days of Closing.

i. For purposes of this Agreement and the City Option, "Cessation of Operations" of its camp on GSU Lands shall mean GSU's ceasing to permanently operate Camp Cloud Rim in the ordinary course of business for a period of five (5) consecutive years, provided that, **Cessation of Operations** shall not be deemed to have occurred:

1. In the event of a Force Majeure' Event **including but** not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or other similar causes beyond the control of GSU; or

2. Until 90 days shall have elapsed after written notice by the City to GSU that Cessation of Operations has occurred by GSU; provided, however, that, if GSU commences a contest, at its expense, of the finding of the City within the 90-day period described above, no Cessation of Operation will occur until such time as any such contest has been finally determined.

c. *Bonanza Flats Conservation Easement Condition Precedent*. Each Party's obligations to consummate the transactions that are contemplated by this Agreement are expressly conditioned on the City placing or causing to be placed that certain Deed of Conservation Easement between the City as Grantor and Utah Open Lands Conservation Association ("**UOLCA**") – Bonanza Flat Conservation Easement (the "**BFCE**") on the City Exchange Parcel received by the City pursuant to this Agreement which must include, but is not limited to, the following:

i. *Required Terms*. The BFCE must prohibit uses identified in Sections 3.1(a) through (k), and Section 3.2 of the SILP Conservation Easement, attached hereto as Exhibit C. The required sections do not need to be incorporated verbatim, so long as the BFCE provides substantially the same protections for the City Exchange Parcel as were provided in the SILP Conservation Easement.

ii. *Access*. The BFCE may permit public access via designated hiking trails, but shall prohibit overnight camping, fires and use of motorized vehicles on the City Exchange Parcel.

iii. *Cloud Rim Protection Area*. The BFCE shall designate a certain "Cloud Rim Protection Area" around the GSU Lands as more particularly identified and described in said easement restricting public access, trails,

overnight camping, fires, use of motorized etc., and shall provide for signage giving notice to the public of such restrictions and provide that UOLCA shall provide the necessary security and enforcement of the "buffer zone area." The Cloud Rim Protection Area shall be extinguished upon the sale, transfer or Cessation of Operation by GSU of the GSU Lands.

iv. *Utilities; Water*. The Bonanza Flat Conservation Easement shall provide for and allow GSU's full use of the Access and Utility Easement to be granted by Park City to GSU.

v. *GSU Approval*. GSU shall provide the City and UOLCA with written approval of the BFCE language and the Bonanza Flat Adaptive Management and Stewardship Plan ("**BFAMS**") language that pertains specifically to GSU or related to the Restrictive Covenant that will encumber GSU Lands, to the extent such lands will be subject to the BFCE and BFAMS, and "Cloud Rim Protection Area". The BFAMS shall include, among other things, an exhibit map showing the location and boundaries of trails and access points, locations for fencing and signage and include specific enforcement protocols for the "Cloud Rim Protection Area."

d. *Water Rights*. The Parties will negotiate the terms of a mutually acceptable agreement for the lease of water rights in Bloods Lake ("**Water Rights Lease**"). Further, nothing in this Agreement, the Water Rights Lease, or the BFAMS shall limit GSU's ability to acquire water rights or shares from an alternative source. The Water Rights Lease shall be extinguished upon the sale, transfer or Cessation of Operation by GSU of the GSU Lands.

e. *GSU Ranger Parking*. In the event weather or emergency related circumstances render the ability of the GSU Ranger unable to access personal vehicles parked at the Mid- Mountain trailhead for longer than 72 hours, the City agrees not to tow or ticket said personal vehicles. This agreement is exclusive to GSU and will terminate if GSU ceases to own or Cessation of Operations by GSU of the GSU Lands.

f. *Access and Utility Easement*. The City shall grant an irrevocable non-exclusive access and utility easement in favor GSU to provide for delivery of certain utilities such as water, sewer, electrical, gas, telecommunication, and other such utilities to the Camp Parcel and GSU Exchange Property. With respect to the access road over the City Lands, the City shall continue to grant an irrevocable non-exclusive access road to GSU Lands and either provide for, or allow GSU to, maintain, repair, plow and perform other needed actions to keep the road clear and usable, as needed. The easements should cover and allow for GSU's current utility infrastructure, as well as infrastructure

and utilities to be added in the future. GSU shall grant an irrevocable emergency access and maintenance easement in favor the City as required to provide such service from the existing GSU access road, through the GSU Lands to existing roads on the City Property. All easements created under this Agreement shall be recorded in the office of the Wasatch County Recorder within two (2) business days of Closing.

g. *Restrictive Covenant*. GSU shall cause a mutually acceptable restrictive covenant agreement or another similar type agreement, which agreement shall provide for the protection of GSU's use, operation, development, and maintenance of Camp Cloud Rim on GSU Lands and certain development restrictions (the "**Restrictive Covenant**") which shall be recorded against all GSU Lands at Closing and shall include documented current conditions present on the land identifying improvements or manmade structures and or disturbances. GSU shall be able to use the GSU Lands as security and collateral for any loan, mortgage, or other encumbrance as GSU deems appropriate provided GSU obtains a subordination agreement from any such lender subordinating such financing to the terms of the Restrictive Covenant and City Option. In the event the City does not exercise the City Option and the GSU sells the GSU Lands to a third-party purchaser, GSU and City shall execute any instrument(s) necessary to remove and terminate the Restrictive Covenant, and such third-party purchaser shall be entitled to use operate, and maintain the GSU Lands subject to the BFCE provided that at such time as the BFCE is placed on the property the existing conditions, including existing structures and uses shall at the time constitute the total permitted uses/structures and shall be documented in a subsequent Baseline documentation at the time of said conveyance, which shall be incorporated into the BFCE. The Restrictive Covenant will be recorded with the Wasatch County Recorder's Office within two (2) business days of Closing.

h. *GSU sell/transfer GSU Lands*. GSU shall execute and record the BFCE against any portion of the GSU Lands at such time that the Restrictive Covenant is terminated in whole or in part and said BFCE shall allow for the improvements and infrastructure that exist at the time of sale or transfer to remain in place and as-is as "Approved Improvements". The Approved Improvements shall be deemed consistent with the terms of the BFCE. The BFCE shall expressly provide for and allow for the continued use, maintenance, repair and operation of the property by such purchaser or transferee. GSU and the City to mutually agree upon the approved language in the BFCE which shall be recorded at the time of closing of the Exchange Transaction.

The obligations contained in subparagraphs 3(a) through 3(h) shall expressly survive the Closing.

4. CLOSING.

a. The closing (the **"Closing")** shall occur on a business day designated by the City that is at least ten (10) calendar days after the date that the City gives GSU written notice that the City is ready to Close but in no event may the Closing Date be later than January 30, 2020.

b. The Closing shall be held at the offices of Park City Title Company, 1670 Bonanza Dr., Suite 105 Park City, Utah 84060 (the **"Escrow Agent")** or such other location as the parties shall mutually designate.

5. TITLE INVESTIGATION; CONDITION PRECEDENT.

a. *Title Commitments.* To assist each Party (as a "**Recipient**") in its review of the Exchange Properties it is to acquire pursuant to this Agreement, each Party (as a "**Provider**") shall deliver to the other Party, promptly after the execution of this Agreement, a commitment for title insurance ("**Title Commitment**") that covers the Exchange Properties, as applicable. Provider authorizes Recipient: (i) to contact any professionals who prepared the Title Commitments; (ii) to discuss the Title Commitments with the professionals; and (iii) to have one or more of those commitments updated. If exceptions to title to the applicable Exchange Properties have been raised in the Title Commitments or accompanying documents and if the Recipient delivers an objection notice to Provider stating Recipient's objections, then Provider shall have five (5) business days after receipt of such notice to notify Recipient in writing of whether Provider is able and willing to satisfy such objections ("**Provider's Notice**"). In the event Provider agrees in Provider's Notice to satisfy Recipient's objections to title, then Provider shall cure such objections prior to the Closing. If Provider fails to provide Provider's Notice within such five (5) business day period, Provider shall be deemed to have elected to not satisfy Recipient's title objections. If Provider, in Provider's Notice, refuses to cure Recipient's objections to title, or if Provider fails to provide a Provider's Notice, Recipient shall have five (5) business days after receipt of such notice to notify Provider, in writing as to whether Recipient shall (i) waive such objections, or (ii) terminate this Agreement, in which event the Parties shall be released of all duties and obligations hereunder. If Recipient fails to respond within such five (5) business day period, then Recipient shall be deemed to have elected to waive such objections. If the Agreement is terminated as provided in this paragraph, then the Parties hereunder shall be relieved of all their respective rights and obligations hereunder.

b. The Parties shall be entitled to request that, at Closing, with respect to the City

Exchange Property and the GSU Exchange Property that the Escrow Agent (i) issue to City and GSU as applicable, an ALTA standard coverage (or other form standard for similar transactions in the State) owner's form title policy (the **"Title Policy"**), in an amount determined by City, GSU and Escrow Agent, insuring that fee simple title to the City Exchange Property is vested in the City subject only to the Permitted Exceptions and that the GSU Exchange Property is vested in GSU subject to the Permitted Exceptions, and (ii) provide such endorsements (or amendments) to such Title Policy as the City or GSU, as applicable, may reasonably require.

c. At the Closing, the City shall convey to GSU fee title to the GSU Exchange Property by providing a Special Warranty Deed, (as applicable, the **"Deed"**), subject to the Permitted Exceptions and GSU shall convey to the City fee title to the City Exchange Property by providing a Special Warranty Deed, subject to the Permitted Exceptions.

6. CONDITIONS PRECEDENT TO CLOSING.

a. *City's Conditions Precedent*. The obligation of City to consummate the transactions contemplated in this Agreement, including transfer of the GSU Exchange Property to GSU shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived by City in its sole and absolute discretion (the **"City Conditions Precedent to Closing"**):

i. All conditions of title have been met pursuant to Section 5(a) hereof;

ii. GSU is not in default of this Agreement;

iii. The representations and warranties by GSU contained in this Agreement must be true;

iv. GSU shall have delivered its executed and, if required, acknowledged counterparts of the approved Acknowledgements and Agreements to Escrow Agent;

v. The City Council shall have approved this Agreement and the City' s transfer of the GSU Exchange Property to GSU pursuant to this Agreement; and

vi. GSU shall have performed and complied with all covenants and agreements set forth herein which are to be performed or complied with by GSU at or prior to the Closing Date.

In the event that any of the foregoing City Conditions Precedent to Closing are not satisfied on or prior to the Closing, then City shall, as its sole remedy, either (i) waive the applicable unsatisfied City Conditions Precedent to Closing and proceed to Closing on the

scheduled Closing date or (ii) immediately terminate this Agreement by written notice to GSU, in which case the Parties shall be relieved of further liability hereunder, except for those obligations which expressly survive the termination of this Agreement. If GSU has breached the Agreement, the City is entitled to the remedy described in Section 9(b) below.

b. *GSU's Conditions Precedent*. The obligation of GSU to consummate the transactions contemplated in this Agreement, including transfer of the City Exchange Property to the City, shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived in writing by GSU in its sole and absolute discretion (the "**GSU Conditions Precedent to Closing**"):

i. GSU's board shall have approved this Agreement and GSU's transfer of the City Exchange Property to the City pursuant to this Agreement;

ii. The representations, warranties and covenants of the City set forth in this Agreement shall be true and correct as of the Closing;

iii. The City is not in default of this Agreement;

iv. The City shall have delivered its executed and, if required, acknowledged counterparts of the approved Acknowledgements and Agreements to Escrow Agent; and

v. The City shall have performed and complied with all covenants and agreements set forth herein which are to be performed or complied with by the City at or prior to the Closing Date.

In the event that any of the foregoing GSU Conditions Precedent to Closing are not satisfied on or prior to the Closing, then GSU shall, as its sole remedy, either (i) waive the applicable unsatisfied GSU Conditions Precedent to Closing and proceed to Closing on the scheduled Closing date or (ii) immediately terminate this Agreement by written notice to the City, in which case the Parties shall be relieved of further liability hereunder, except for those obligations which expressly survive the termination of this Agreement. If City has breached the Agreement, GSU is entitled to the remedy described in Section 9(b) below.

7. CLOSINGS, CONVEYANCE, AND TITLE.

a. *Title*. Title to the City Exchange Property and the GSU Exchange Property is to be conveyed hereunder subject to (i) all declarations, easements, rights-of-way, restrictions, covenants and other matters of public record, (ii) all gas, water, and mineral rights of others, (iii) any matters that would be disclosed by an accurate, current survey and inspection of such properties, (iv) the lien of ad valorem real estate taxes for the then-current year, (v) any third party rights of redemption in and to such

properties, and (vi) all matters in the Title Commitments deemed Permitted Exceptions pursuant to Section 5(a) (collectively, the "**Permitted Exceptions**").

b. *Closing Details.* At Closing the City and GSU shall close the exchange described in this Agreement. The Closing shall take place at the office of the Escrow Agent through an escrow and pursuant to escrow instructions from GSU and/or the City that are consistent with the terms of this Agreement.

c. *The City's Closing Deliveries.* At Closing, the City, at its expense, shall deliver or cause to be delivered to or for the benefit of GSU the following items, all duly executed and, where required, acknowledged:

i. *Deed.* A special warranty deed (the "**Deed**") that: (a) is in favor of GSU or its designee; (b) is subject only to the Permitted Exceptions; and (c) conveys to GSU fee simple title to the GSU Exchange Property.

ii. *Title Policy.* An ALTA standard coverage owner's title insurance policy (the "**GSU Title Policy**") that: (a) insures GSU as the owner of fee simple title to GSU Exchange Property; (b) is in the amount of _____; (c) is subject only to the Permitted Exceptions; and (d) is issued by Escrow Agent. The premium for issuing the GSU Title Policy shall be paid for by the City.

iii. *Water Rights.* The Water Rights Lease.

iv. *Easements.* The Access and Utility Easement that is: (a) in favor of GSU, (b) subject only to the Permitted Exceptions, and in a form mutually acceptable to the Parties. The Access, Emergency, Maintenance and Winter Recreational Easement that is: (a) in favor of the City, (b) subject only to Permitted Exceptions, and in a form mutually acceptable to the Parties.

v. *Bonanza Flat Conservation Easement.* The Bonanza Flat Conservation Easement described and defined in Section 3(d).

vi. *City Option Agreement.* The City Option Agreement as defined in Section 3(b).

vii. *Authorization Documents.* Documents and instruments that might be reasonably requested by GSU, its legal counsel and/or the Escrow Agent and that evidence the authority of the City to execute and deliver the documents that are described in this Section 7(c).

viii. *Closing Prorations and Costs.* Such payments or closing statement credits to GSU and others that might be required in order: (a) to pay the City's

share of the City Exchange Property expenses that are described in section 8(a); and (b) to make the City's payments that are described in Section 8(a).

d. *GSU's Closing Deliveries.* On the Closing, GSU, at its expense, shall deliver or cause to be delivered to or for the benefit of the City the following items, all duly executed and, where required, acknowledged:

i. *Deed.* A special warranty deed (the "**Deed**") that: (a) is in favor of the City or its designee; (b) is subject only to the Permitted Exceptions; and (c) conveys to the City fee simple title to the City Exchange Property.

ii. *Title Policy.* An ALTA standard coverage owner's title insurance policy (the "**Park City Title Policy**") that: (a) insures the City as the owner of fee simple title to the City Exchange Property; (b) is in the amount of _____; (c) is subject only to the Permitted Exceptions; and (d) is issued by Escrow Agent. The premium for issuing the Title Policy shall be paid for by GSU.

iii. *Termination of SILP Conservation Easement.* The SILP Conservation Easement Termination, in a form reasonably acceptable to the City, terminating and cancelling the SILP Conservation Easement.

iv. *Restrictive Covenant.* The Restrictive Covenant as defined in Section 3(g).

v. *City Option Agreement.* The City Option Agreement as defined in Section 3(b).

vi. *Authorization Documents.* Documents and instruments that might be reasonably requested by the City, its legal counsel and/or the Escrow Agent and that evidence the authority of GSU to execute and deliver the documents that are described in this Section 7(d).

vii. *Closing Prorations and Costs.* Such payments and closing statement credits to the City and others that might be required in order: (a) to pay GSU's share of the GSU Exchange Property expenses that are described in Section 8(b); and (b) to make GSU's payments that are described in Section 8(b).

e. *Possession.* On the Closing the City shall deliver to GSU and GSU shall assume from the City the following benefits and burdens with respect to the GSU Exchange Property: (a) possession and enjoyment of the GSU Exchange Property, free of the claims of any parties with rights of possession adverse to GSU, other than Permitted Exceptions; (b) all risk of loss, destruction, damage and condemnation associated with the GSU Exchange Property; and (c) the right to income from the GSU Exchange Property. On the Closing GSU shall deliver to the City and the City shall assume from

GSU the following benefits and burdens with respect to the City Exchange Property: (a) possession and enjoyment of the City Exchange Property free of the claims of any parties with rights of possession adverse to the City, other than Permitted Exceptions; (b) all risk of loss, destruction, damage and condemnation associated with the City Exchange Property and (c) the right to income from the City Exchange Property.

f. *Property Expenses.* All real estate taxes and assessments and personal property taxes for the calendar year in which the Closing occurs shall be pro-rated between GSU and the City as of the Closing with respect to both the City Exchange Property and the GSU Exchange Property. If any assessments are payable in installments, then the installment for the current calendar year shall be prorated, with the transferee Party assuming the obligation to pay any installments due after the Closing with respect to the said property it obtains. If any portion of the City Exchange Property or GSU Exchange Property escaped assessment and taxation for periods prior to the Closing, the party who previously owned the applicable property shall be responsible for paying taxes and assessments for those periods. Each Party shall obtain its own property and liability insurance for the property it is acquiring as of the Closing and shall pay the premiums therefor.

8. CLOSING COSTS.

a. *The City Closing Costs*. At the Closing, the City shall pay the following Closing costs with respect to the GSU Exchange Property: (a) amounts necessary to satisfy and obtain a discharge of: (i) any mortgage or deed of trust placed on the GSU Exchange Property, including any prepayment penalties associated therewith; and (ii) any judgment, mechanic's or materialman's lien or tax lien against the GSU Exchange Property; (b) the premium charged by the Escrow Agent for the Title Policy as required by section 7(c)(ii) including any endorsements; (c) one-half of any escrow or closing fees charged by the Escrow Agent with respect to this transaction; and (d) all recording fees or costs required to effect the discharge of any monetary lien to be removed by the City pursuant to the terms of this Agreement. The provisions of this section 8(a) shall survive the Closing.

b. *GSU Closing Costs*. At the Closing, GSU shall pay the following Closing costs with respect to the City Exchange Property: (a) amounts necessary to satisfy and obtain a discharge of: (i) any mortgage or deed of trust placed on the City Exchange Property including any prepayment penalties associated therewith; and (ii) any judgment, mechanic's or materialman's lien or tax lien against the City Exchange Property; (b) the premium charged by the Escrow Agent for the Title Policy as required by section 7(d)(ii) including any endorsements; (c) one-half of any escrow or closing fees charged by the Escrow Agent with respect to this transaction; and (d) all recording fees or costs required to effect the discharge of any monetary lien to be removed by GSU pursuant to

the terms of this Agreement. The provisions of this section 8(b) shall survive the Closing.

9. DEFAULT, LIABILITY OF PARTIES.

a. Notwithstanding anything to the contrary contained herein, in the event all City Conditions Precedent to Closing are satisfied and City breaches, or defaults under, this Agreement (which breach, failure or default is not remedied or cured by City pursuant to any applicable provisions hereof), GSU shall have the right, as its sole and exclusive remedy, to either: (i) terminate this Agreement and receive payment from City in the amount of zero dollars ($00.00), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining GSU's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by GSU and the City to anticipate the consequence to GSU of City's breach; or (ii) commence an action against the City for specific performance of this Agreement and to compel the Closing of the transaction contemplated herein.

b. Notwithstanding anything to the contrary contained herein, in the event all GSU Conditions Precedent to Closing are satisfied and GSU breaches this Agreement (which breach, failure or default is not remedied or cured by GSU pursuant to any applicable provisions hereof) the City shall have the right, as its sole and exclusive remedy, to terminate this Agreement and receive payment from GSU in the amount of zero dollars ($00.00), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining the City's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by GSU and the City to anticipate the consequence to City of GSU's breach. In the event of a breach and delivery of the liquidated damage amount described in this subparagraph, GSU shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall the City be entitled to any other remedies other than those expressly provided herein.

c. Each of GSU and City has dealt with no brokers in connection with the City Exchange Property and GSU Exchange Property and entering into this Agreement. Should any other claim for commission be asserted or established, the party in breach of its representation in this Paragraph 9(c) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.

d. No failure(s) or default(s) by City or GSU shall result in the termination or limitation

of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days provided the party diligently and continuously pursues such cure.

10. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

a. *GSU Representations, Warranties, and Covenants*. GSU hereby represents, warrants, and covenants to the City that: GSU has the full right, power, and authority to transfer the City Exchange Property to the City as provided in this Agreement and all required action necessary to authorize GSU to enter into this Agreement has been or will have been taken prior to the Effective Date. GSU shall have, on or before the Closing, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize GSU to carry out its obligations hereunder has been or will have been taken prior to the Closing.

b. *City Representations, Warranties, and Covenants*. The City warrants, represents, and covenants to GSU that: the City has the full right, power, and authority to transfer the GSU Exchange Property to GSU as provided in this Agreement and all required action necessary to authorize the City to enter into this Agreement has been or will have been taken prior to the Effective Date. The City shall have, on or before the Closing, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize the City to carry out its obligations hereunder has been or will have been taken prior to the Closing.

11. AS-IS. THE PARTIES ACKNOWLEDGE AND AGREE THAT EXCEPT AS IS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE EXCHANGE OF THE CITY EXCHANGE PROPERTY AND THE GSU EXCHANGE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY CONCERNING THE PHYSICAL CONDITION OF THE SAID PROPERTY (INCLUDING THE CONDITION OF THE SOIL OR THE IMPROVEMENTS), THE ENVIRONMENTAL CONDITION OF SAID PROPERTY (INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR AFFECTING THE SAID PROPERTY), THE COMPLIANCE OF SAID PROPERTY WITH APPLICABLE LAWS AND REGULATIONS (INCLUDING ZONING AND BUILDING CODES OR THE STATUS OF DEVELOPMENT OR USE RIGHTS RESPECTING SAID PROPERTY), THE FINANCIAL CONDITION OF SAID PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY RESPECTING ANY INCOME, EXPENSES, CHARGES, LIENS OR ENCUMBRANCES, RIGHTS OR CLAIMS ON, AFFECTING OR PERTAINING TO SAID

PROPERTY OR ANY PART THEREOF.

The provisions of this Section 11 shall survive the Closing.

12. SURVIVAL. Neither Party may assign this Agreement. This Agreement shall be binding upon the Parties hereto and each of their successors. The provisions of this Agreement and the obligations of the Parties shall survive the execution and delivery of the deeds executed hereunder and shall not be merged therein, except that any representations and warranties of GSU hereunder shall survive Closing for only six (6) months.

13. ESCROW AGENT. The terms and conditions set forth in this Agreement shall constitute both an agreement between GSU and the City and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. GSU and the City shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly agreed by mutual consent of City and GSU. The City and GSU both hereby acknowledge and agree that Escrow Agent shall hold and deliver any deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both GSU and the City in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both the City and GSU in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

14. OFAC COMPLIANCE. The City represents and warrants that: (i) it is not on an SDN List [defined below], nor is it directly or indirectly owned or controlled by an SDN [defined below]; and (ii) the transfer of the GSU Exchange Property, and the consummation of any other transaction contemplated by this Agreement, will not violate any country sanctions program administered and enforced by the Office of Foreign Assets Control **("OFAC")** of the U.S. Department of the Treasury. For the purposes hereof, an "SDN List" is defined as one of the lists published by OFAC of individuals and companies owned or controlled by, or acting for or on behalf of, OFAC targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under OFAC programs that are not country- specific, and an "SDN" is one of the individuals or companies listed on an SDN List. City shall provide its Federal Employee Identification Number or similar identification number to GSU upon request in order that GSU may verify the representations and warranties of this Section 14.

15.MISCELLANEOUS.

a. All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one business (1) day after shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to City:	Park City Municipal Corporation P.O. Box 1480 Park City, Utah 84060 Attention: Office of the Mayor Email: andy@parkcity.org
with a copy to:	Park City Municipal Corporation P.O. Box 1480 Park City, Utah 84060 Attention: Thomas Daley, Deputy City Attorney Email: tdaley@parkcity.org
If to GSU:	Girl Scouts of Utah 445 East 4500 South Salt Lake City, Utah 84107 Attention: CEO
with a copy to:	York Howell & Guymon 10610 South Jordan Gateway, Suite 200 South Jordan, Utah 84095 Attention: M. Thomas Jolley, Esq. Email: tom@yorkhowell.com
If to Escrow Agent:	Park City Title Company 1670 Bonanza Drive, Suite 105 Park City, Utah 84060 Email: TheTeam@ParkCityTitle.com

b. The Parties hereto shall be responsible for notifying each other of any change of address.

c. If any term, covenant or condition of this Agreement, or the application thereof to any Party or circumstance, shall be invalid or unenforceable, the Agreement shall not be

affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

d. It is the intention of the Parties hereto that all questions with respect to the construction of this Agreement, and the rights or liabilities of the Parties hereunder, shall be determined in accordance with the laws of the State of Utah, without regard to conflicts of law rules. Time is hereby declared to be of the essence in the performance of each of GSU's and City's obligations hereunder.

e. Any deadline date specified in this Agreement which falls on a Saturday, Sunday or legal holiday (any days other than the foregoing to be considered "business days" for all purposes hereunder) shall be extended to the first regular business day after such deadline date.

f. This Agreement, together with the exhibits attached hereto, contains the final and entire agreement between the Parties hereto. The recitals set forth in the beginning of this Agreement are incorporated herein as if restated in full. No change or modification of this Agreement, or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision, or a waiver of any other provisions hereunder. The terms of this Agreement are mutually agreed to be clear and unambiguous, shall be considered the workmanship of all of the Parties and shall not be construed against the drafting party. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

g. Titles to paragraphs and subparagraphs are for convenience only and are not intended to limit or expand the covenants and obligations expressed thereunder.

h. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

i. In addition to any other relief to which it may be entitled, the prevailing Party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorneys' fees and costs incurred in regard to such dispute or controversy. **THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.**

j. Neither this Agreement nor a memorandum thereof shall be filed or recorded in the public records of Wasatch County or elsewhere.

IN WITNESS WHEREOF, the parties executed this Agreement on the Effective Date first above written.

GSU:

Girl Scouts of Utah
a Utah non-profit corporation

*By:*_____
LISA HARDIN-REYNOLDS, CEO

Park City:

Park City Municipal Corporation, a Utah municipal corporation

*By:*_____
ANDY BEERMAN, Mayor

EXHIBIT “A”
(Legal Description of GSU Lands)

EXHIBIT “B”
(Legal Description of City Lands)

Recorded at the Request of,
AND AFTER RECORDING RETURN TO:

M. Thomas Jolley, Esq.
10610 South Jordan Gateway
South Jordan, Utah 84095

Thomas Daley, Esq.
Deputy City Attorney
Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060

Tax Parcels: _____

Declaration of Restrictive Covenant

RECITALS

WHEREAS, the Girl Scouts of Utah, a Utah non-profit corporation ("***GSU***") is or will be the fee owner of the parcels of land located in Wasatch County, State of Utah described in Exhibit "A" attached hereto and incorporated herein, (collectively the "***GSU Property***");

WHEREAS, GSU operates and maintains a Girl Scout Camp more commonly known as Camp Cloud Rim on the GSU Property;

WHEREAS, the GSU Property possesses unique watershed, wildlife habitat, natural, scenic, recreational and open space values (collectively, the "***Conservation Values***") of great importance to GSU which are worthy of protection; and

WHEREAS, it is GSU's intention to continue to develop, operate and maintain Camp Cloud Rim on the GSU Property and place certain development restrictions to help protect the Conservation Values on the GSU Property while under their ownership, so that it may be used, operated and maintained in a manner consistent with such development restrictions and Conservation Values set forth herein (the "***Restrictive Covenant***"); and

WHEREAS, GSU and Park City Municipal Corporation ("PCMC") have concurrently with the execution of this Restrictive Covenant entered into that certain "Exchange Agreement" and GSU and PCMC acknowledge value and considerations associated with said Exchange Agreement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, GSU in consideration of the above covenants, terms, conditions, and restrictions contained herein, herein declares that the GSU Property shall be held, encumbered, used and occupied subject to this Restrictive Covenant and the covenants, conditions, and restrictions contained herein, which covenants, conditions, and restrictions shall be deemed to exist for so long as GSU owns the GSU Property and operates Camp Cloud Rim.

1. PURPOSE

1.1 *Purpose.* It is the purpose of this Restrictive Covenant (the "***Purpose***"), to assure that the GSU Property be used, developed, operated and maintained by GSU for the protection of Camp Cloud Rim and, as a secondary objective, to protect the Conservation Values with the development conditions and restrictions contained herein.

2. RIGHTS OF GSU

2.1 GSU shall have the following rights with respect to use of the GSU Property:

(a) *Uses.* The right to undertake or continue any activity or use of the GSU Property not prohibited by this Restrictive Covenant, including, but not limited to, the operation and maintenance of Camp Cloud Rim and for no other purpose. Consistent with prior use and practice, the GSU Property shall be used by GSU to offer the opportunity to host, rent and enjoy outdoor and recreational activities that include (among other things) camping, hiking, canoeing, kayaking, archery, nordic skiing, swimming and other outdoor skills training.

(b) *Transfer*. The right to sell, give, pledge, mortgage, lease, or otherwise convey the GSU Property, provided the conveyance is subject to the terms of this Restrictive Covenant and Exchange Agreement.

(c) *Recreational Activities.* The right to authorize or organize certain recreational activities on the GSU Property including, fishing, hiking, horseback riding, bird watching, photography, kayaking, canoeing and camping, provided that all the activity is conducted in accordance with all state and federal regulations.

(d) *Access*. The right to construct a single paved road measuring no more than twenty five feet (25') in width and configuration (or such other reasonable width as required by civil authorities) to access public roads, as more particularly described in that certain access and utility easement dated the same date as this Restrictive Covenant between PCMC and GSU and which will be recorded in the Wasatch County Utah Recorder's Office.

(e) *Diseased Trees*. The right to cut and remove diseased trees, shrubs or plants and to cut firebreaks.

(f) *Selective Cutting.* The right to maintain views from established overlooks or to maintain existing foot trails on the GSU Property, including reasonable removal or cutting of trees, shrubs or other plants.

(g) *Wildlife and Wildlife Habitat Management*. The right to take actions to protect any rare and native plant and animal populations and rare plant communities on the GSU Property, and the right to undertake or continue necessary wildlife management activities.

(h) *Fertilizers, Herbicides, Pesticides and Fungicides.* The use of chemical fertilizers, herbicides, pesticides, fungicides, and natural controls will be permitted only if the use is in compliance with all applicable federal, state and local statutes and regulations and best management practices, and only to the extent the use does not have a demonstrable detrimental effect on the Conservation Values of the GSU Property, provided, however, that there shall be no applications of fertilizers, herbicides, pesticides, or fungicides within one hundred feet (100') of any wetland or watercourse.

(i) *Limited Structures*. The right to maintain current and future structures, including roads and drainage systems, and the right to develop construct and/or replace, with like structures used for the same or similar purposes (including a Ranger cabin, lodge, mess hall, waterfront structures and boat house and docks), and the right to construct cabins or temporary structures (collectively "***Cabins***") of no more than one thousand (1,000) square feet each, and associated infrastructure, including restroom facilities ("***Restrooms***") and tent platforms of approximately 14' x18' ("***Tent Platforms***"). Such rights include the right to comply with and conform to all applicable laws, including the International Building Code ("***IBC***") and the Americans with Disabilities Act ("***ADA***"), as amended, with respect to such construction and are limited according to the following restrictions:

(i) Cabins and Restrooms shall be constructed on no more than forty (40) acres of the GSU Property, (such shall be referred to herein as "***Building Area***");

(ii) Cabins shall consist of no more than one (1) room and shall not include any kitchen or cooking facilities, restroom facilities, or fireplaces, but may include stairways to keep the Cabin on grade and accommodate the terrain and such heating and air conditioning systems to make the Cabins comfortable for guests, subject to the requirements of the IBC and ADA;

(iii) Restrooms may include plumbing and associated propane and septic tanks, and may include shower or bathing facilities;

(iv) Tent Platforms may be constructed on the GSU Property;

(v) Waterfront structures, Boat house and docks may be constructed on the GSU Property;

(vi) One main unpaved road measuring no more than twenty five feet (25') in width and configuration (or such other reasonable width as required by civil authorities), consistent with the Access Easement, with road cuts to access each Building Area, shall be allowed, and such roads shall be accessible by motor vehicles only for purposes of construction, maintenance and repair of, and emergency access to Cabins and Restrooms;

(vii) Cabins shall be for temporary, recreational lodging, provided, however, that the Ranger cabin on the GSU Property shall be used as a year-round accommodation for a full-time on-site camp ranger employed by GSU in connection with the operation, maintenance and security of Camp Cloud Rim.

(viii) The following types of motorized vehicles may be used on the Property:

- Emergency vehicles.
- Vehicles used in the routine access of the GSU Property for operation and maintenance (including construction and repairs) of Camp Cloud Rim.
- Any vehicle or ATV to be used on the GSU Property by employees, staff or volunteers of GSU for the operation and maintenance of Camp Cloud Rim.
- Snowmobiles, Snow Cats or similar type vehicles during the winter season.

(j) *Educational and Scientific Purposes*. The right to undertake or continue any specific educational, scientific, or research activities.

(k) *Right of Entry*. The right to enter the GSU Property to use the GSU Property in accordance with the terms and conditions of this Restrictive Covenant.

(l) *Utility and Drainage.* The right to undertake the erection of utility poles and utility lines or to continue the maintenance of existing utility poles and utility lines on the GSU Property where deemed necessary by GSU to provide utility service to Cabins and Restrooms and other structures located on the GSU Property; and the right to erect antennas or other similar receiving devices in order to provide cable to adjoining parcels of land or for other communication purposes; the right to continue, enlarge, alter or modify existing drainage channels in the GSU Property or to create drainage channels in the GSU Property in order to facilitate proper drainage of contiguous areas; and the right to grant utility and drainage easements within the Property if the easements do not conflict with the Conservation Values described herein.

(m) *Septic Drain Fields.* The right to provide for septic drain fields or leach fields, consistent with the restrictions set forth herein and subject to jurisdictional codes.

(n) *Fences and Signs.* The right to install a fence on and around the GSU Property, and to take any measures GSU deems necessary to exclude the public from trespassing on the GSU Property and the right to erect signs indicating that the GSU Property is subject to a Restrictive Covenant and not accessible by the public.

(o) *Wells and Water Treatment Facilities.* GSU shall have the right to construct and maintain wells for culinary water, water treatment facilities or any other facilities required for public health purposes, which may include wells and pipelines to carry water to kitchens, drinking fountains, restrooms and other areas on GSU Property necessitating culinary water.

(p) *Trails*. GSU shall have the right to develop, improve, maintain, relocate or restore any trails located on the GSU Property.

3. ACCESS

3.1 *Access by the Public.* Nothing contained in this Restrictive Covenant shall give or grant the public a right to enter on or to use the GSU Property or any portion of the GSU Property.

4. PARTIES SUBJECT TO RESTRICTIVE COVENANT

4.1 The covenants agreed to and the terms, conditions, and restrictions imposed by this Restrictive Covenant shall not only be binding on GSU, but also their respective lessees, agents and personal representatives.

5. SUBSEQUENT TRANSFERS

5.1 GSU agrees that the terms, conditions, restrictions and purposes of this Restrictive Covenant are exclusive to GSU for so long as GSU owns the GSU Property and operates Camp Cloud Rim.

(i) GSU agrees to terminate and remove this Restrictive Covenant prior to GSU divesting either the fee simple title or possessory interest in the GSU Property; and

(ii) GSU agrees to encumber all of the GSU Property prior to closing on a subsequent transfer of ownership with the "Bonanza Flat Conservation Easement".

(iii) GSU has granted PCMC an "***Option"*** to purchase not less than all of the GSU Property under the terms and conditions set forth in the Option Agreement which shall be recorded with the Wasatch County Recorder's Office.

(iv) PCMC agrees that if it does not execute their Option, GSU may sell or transfer their fee simple title or possessory interest to a third-party consistent with the terms of the Bonanza Flat Conservation Easement.

6. MISCELLANEOUS PROVISIONS

6.1 *Severability*. If any provision of this Restrictive Covenant or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Restrictive Covenant and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected by it.

6.2 *Successors*. The term "GSU" shall include GSU and GSU's successors and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use.

6.3 *Captions.* The captions in this Restrictive Covenant have been inserted solely for convenience of reference and are not a part of this Restrictive Covenant and shall have no effect on construction or interpretation.

6.4 *Applicable Law; Venue*. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Utah, without regard to its choice of law rules.

THE UNDERSIGNED, by its respective duly authorized representative, has caused this instrument to be executed the day and year first written above.

GSU:

GIRL SCOUTS OF UTAH, a Utah non-profit corporation

By_____
Lisa Hardin-Reynolds
Chief Executive Officer

State of Utah)
:ss
County of Salt Lake)

The foregoing instrument was acknowledged before me the day of_____2019 by Lisa Hardin-Reynolds who being duly sworn did acknowledge that she is the CEO of the Girl Scouts of Utah,

a Utah non-profit corporation, and that she executed this Declaration of Restrictive Covenant on behalf of the corporation.

Notary Public

PCMC:

PARK CITY MUNICIPAL CORPORATION, a Utah municipality

By_____
Andy Beerman
Mayor

State of Utah)
:ss
County of Salt Lake)

The foregoing instrument was acknowledged before me the day of_____2019 by Andy Beerman who being duly sworn did acknowledge that he is the Mayor of Park City Municipal Corporation, a Utah municipality, and that he executed this Declaration of Restrictive Covenant on behalf of the municipality.

Notary Public

EXHBIT A

Legal Description of GSU Propert

Parcel 1: A parcel of land located in Section 31 Township 2 South Range 4 East, Salt Lake Base and Meridian. Being more particularly described as the following:

Beginning at a Corner of that certain unrecorded Lease Agreement dated January 1, 1955, monumented with an ancient ½" ReBar per Record of Survey 2928, said point being N. 36°58'29" W. 4251.67 feet from a 3 ¼" Aluminum Cap set by Wasatch County in 2001 per Record of Survey 1020 that is the Standard corner of Section 31 and 32, Township 2 South Range 4 East, Salt Lake Base and Meridian;

Thence S.17°43'27" W. along the Boundary of said 1955 Lease, 245.30 feet to a Corner of that certain Warranty Deed dated December 31st 2012 Recorded as Entry 385522, monumented with a 2½" Aluminum Cap set in 2016 per Record of Survey 2928;

Thence continuing S.17°43'27" W. along said 1955 Lease Boundary and the Boundary of said Warranty Deed Entry No. 385522, 50.84 feet to a Corner of said Lease and Warranty Deed, monumented with a 2½" Aluminum Cap set in 2016 per Record of Survey 2928;

Thence S.40°27'36" W. along said 1955 Lease Boundary and the Boundary of said Warranty Deed Entry No. 385522, 359.30 feet to Post No.2 of the Occidental Lode (Lot 117), identical with Corner No.4 of the Crete Lode (MS 3301), and Corner No.3 of the Oriental Lode (MS 3301), and a corner of said Lease and Warranty Deed, monumented with a 3¼" Aluminum Cap set in 2016 per Record of Survey 2928;

Thence S.18°40'30" W. along Line 4-5 of said Crete Lode, identical with Line 2-3 of said Oriental Lode, and the Boundary of said Warranty Deed Entry No. 385522, 344.14 feet to Corner No.5 of said Crete Lode, identical with Corner No.2 of said Oriental Lode, Post No.1 of the Aunt Polly Lode (MS 3025), and Post No.8 of the Lake Side Lode (MS 3025), Corner falls in Brimhall lake, from which the Witness Corner thereof, monumented with a 3¼" Aluminum Cap set in 2016 bears N.40°27'36"E., 40.0 feet distant, per Record of Survey 2928;

Thence S.79°26'36" W. along Line 5-1 of said Crete Lode, 417.61 feet to Corner No.1 thereof and a Corner of Lot 1SE9 Section 31, T.2 S., R.4 W. (BLM Supplemental Plat 442-AL approved June 28th 2002), Corner falls in Brimhall lake and is not monumented per Record of Survey 2928;

Thence N. 9°18'09" W. along Line 1-2 of said Crete Lode, 110.46 feet to the East-West Centerline of Section 31, a Corner of Lot 19, identical with the Southeast Corner of Lot 18, Section 31 (BLM Supplemental Plat 442-AL approved June 28th 2002), Corner falls in Brimhall lake and is not monumented per Record of Survey 2928;

Thence S.87°46'57"W. along said East-West Centerline of Section 31, identical with the South Boundary of said Lot 18 and the North Boundary of said Lot 19, 10.95 feet to Line 4-1 of the Mananactor Lode (Lot 130), identical with the Southwest Corner of said Lot 18 Corner falls in Brimhall lake and is not monumented per Record of Survey 2928;

Thence S. 8°16'56"E. Along said Line 4-1 of the Mananactor Lode, 61.69 feet to Post No.4 thereof, Corner falls in Brimhall lake, from which the Witness Corner thereof, monumented with a 3¼" Aluminum Cap set in 2016 bears S.80°41'06" W., 125.0 feet distant per Record of Survey 2928;

Thence S.80°41'06"W. along Line 3-4 of said Mananactor Lode, 99.48 feet to a point on the Northwestern Shore of Brimhall Lake, and the Southeastern Boundary of that certain Quit Claim Deed Recorded April 8th 1937, as Entry 54756 in Book 19, Page 182 of the Wasatch County Records, not monumented per Record of Survey 2928;

Thence Northeasterly along said Quit Claim Deed and the Northwesterly Shore Line of Brimhall Lake, the following 16 meander line courses;

1. N.13°30'56"E. along said shore line and Quit Claim Deed Boundary, 57.87 feet to a point thereon, not monumented per Record of Survey 2928;

2. N.10°47'24"E. continuing along said shore line and Quit Claim Deed Boundary, 37.26 feet to a point thereon, not monumented per Record of Survey 2928;

3. N.31°06'17"E. continuing along said shore line and Quit Claim Deed Boundary, 27.66 feet to a point thereon, not monumented per Record of Survey 2928;

4. N.17°23'26"W. continuing along said shore line and Quit Claim Deed Boundary, 33.47 feet to a point thereon, not monumented per Record of Survey 2928;

5. N.24°18'49"E. continuing along said shore line and Quit Claim Deed Boundary,14.54 feet to a point thereon, not monumented per Record of Survey 2928;

6. N.38°49'15"E. continuing along said shore line and Quit Claim Boundary, 32.83 feet to a point thereon, not monumented per Record of Survey 2928;

7. N.41°38'27"E. continuing along said shore line and Quit Claim Deed Boundary, 68.09 feet to a point thereon, not monumented per Record of Survey 2928;

8. N.52°59'58"E. continuing along said shore line and Quit Claim Deed Boundary, 24.55 feet to a point thereon, not monumented per Record of Survey 2928;

9. N.25°51'56"E. continuing along said shore line and Quit Claim Deed Boundary, 17.64 feet to a point thereon, not monumented per Record of Survey 2928;

10. N.58°02'19"E. continuing along said shore line and Quit Claim Deed Boundary, 21.45 feet to a point thereon, not monumented per Record of Survey 2928;

11. N.71°55'56"E. continuing along said shore line and Quit Claim Deed Boundary, 43.89 feet to a point thereon, not monumented per Record of Survey 2928;

12. N.84°18'26"E. continuing along said shore line and Quit Claim Deed Boundary, 43.08 feet to a point thereon, not monumented per Record of Survey 2928;

13. S.83°53'59"E. continuing along said shore line and Quit Claim Deed Boundary, 19.53 feet to a point thereon, not monumented per Record of Survey 2928;

14. S.62°53'59"E. continuing along said shore line and Quit Claim Deed Boundary, 27.95 feet to a point thereon, not monumented per Record of Survey 2928;

15. N.89°35'44"E. continuing along said shore line and Quit Claim Deed Boundary, 17.22 feet to a point thereon, not monumented per Record of Survey 2928;

16. N.79°32'04"E. continuing along said shore line and Quit Claim Deed Boundary, 21.49 feet to a Corner thereof, not monumented per Record of Survey 2928;

Thence N. 1°05'36"E. along the Eastern Boundary of said Quit Claim Deed, 19.80 feet to a point thereon and a Corner of the unrecorded 1955 Lease, monumented with a 2½" Aluminum Cap set in 2016 per Record of Survey 2928;

Thence N. 1°05'36"E. Continuing along the Eastern Boundary of said Quit Claim and the Western Boundary of said 1955 Lease, 593.90 feet to the Northeast Corner of said Quit Claim Deed, and a Corner of Said 1955 Lease monumented with a 2½" Aluminum Cap set in 2016 per Record of Survey 2928;

Thence S.79°26'36"W. along the Northerly Boundary of said Quit Claim Deed and the Southern Boundary of said Lease, 660.00 feet to the Northwest Corner of said Quit Claim Deed, and the Southwest Corner of said Lease, monumented with a 2½" Aluminum Cap set in 2016 per Record of Survey 2928;

Thence N. 1°05'36" E. along the Western Boundary of said Lease Agreement, 382.62 feet to Line 1-2 of the Hard Tack Lode (Lot 131), identical with Line 3-4 of the London Lode (Lot 135), and the northwest Corner of said 1955 Lease, not monumented per Record of Survey 2928;

Thence continuing N. 1°05'36" E., 223.09 Feet to a point, not monumented;

Thence N. 77°29'08" E. 168.72 feet to Line 1-4 of said London Lode (Lot 135) and the West Boundary of Lot 18, not monumented;

Thence S. 17°06'08" E. 230.80 feet along said Line 1-4 of the London Lode (Lot 135) and said West Boundary of Lot 18, to Post 4 of said London Lode, identical with Post 1 of said Hard Tack Lode (Lot 131), and a Corner of said 1955 Lease, monumented with a 3¼" Aluminum Cap set in 2016 per Record of Survey 2928;

Thence S. 63°18'07" E. 610.72 feet, along the North Boundary of said 1955 Lease to a Corner thereof, identical with Corner 3 of the Crete Lode (MS 3301) and Post 3 of the Occidental Lode (Lot 117), monumented with a 3¼" Aluminum Cap set in 2016 per Record of Survey 2928;

Thence S. 89°55'51" E. along the North Boundary of said 1955 Lease, 500.17 feet to a Corner thereof and the Point of Beginning of the parcel herein described.

Parcel 2:

Including any and all land within that certain Quit Claim Deed Recorded April 8th 1937, as Entry 54756 in Book 19, Page 182 of the Wasatch County Records.

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Heinrich Deters
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve the Bonanza Flat Conservation Easement (BFCE) and Bonanza Flat Adaptive Management Plan (BFAMS), and Grant the Easement to Utah Open Lands (UOL)
(A) Public Input (B) Action

Suggested Action:

Attachments:
Bonanza Flat Conservation Easement & Management Plan Staff Report

Exhibit A: Bonanza Flat Conservation Easement

Exhibit B: Bonanza Flat Adaptive Management Plan

City Council
Staff Report

Subject: Bonanza Flat Open Conservation Easement and Adaptive Management Plan
Author: Heinrich Deters Trails and Open Space Manager
Department: Sustainability
Date: January 9, 2020
Type of Item: Work Session

Summary Recommendation

Approve the Bonanza Flat Conservation Easement (BFCE) and Bonanza Flat Adaptive Management Plan (BFAMS) (Exhibit A & B) in a form approved by the City Attorney, and grant the Easement to Utah Open Lands (UOL).

Background

On June 15, 2017, Park City acquired 1,350 acres of open space known as Bonanza Flat located in Wasatch County, and selected Utah Open Lands (UOL) as the land trust to help create and hold the conservation easement. For the past two and a half years, numerous stakeholder and public input discussions and forums have taken place in order to collect public input and feedback. Specifically, staff created a specific webpage on the City website, disseminated information via social and print media, utilized local radio and presented frequently at the following City Council meetings:

- Purchase/Easement/Funding: (2017) 6/15, 8/17, 11/9
- General Planning/Discussion Updates: (2017) 8/31 (2018) 3/15, 5/17, 6/21, 12/18 (2019) 1/29/19
- Development Agreement: (2019) 6/21
- Annexation Expansion Area: (2019) 6/27, 9/12
- Daderko Inholding: 10/10/19
- BFCE and BFAMS work session: 12/19/2019

Additionally, public input related to the property has been taken at several meetings during Council's regular meetings.

Analysis

In November 2016, Park City voters approved a $25,000,000 general obligation bond for the purposes of preserving the Bonanza Flat properties as recreational open space, consistent with the following language:

Shall Park City, Utah be authorized to issue general obligation bonds in an amount not to exceed $25,000,000 and to mature in no more than 16 years from the date or dates of such bonds to acquire, improve and forever preserve open space, park and recreational land located in Bonanza Flats, if such land is available for purchase by the City, in order to protect the conservation values

thereof, to remove existing unneeded man- made improvements, and to make limited improvements for public access, parking and use?

Private Property Inclusions:

Staff and UOL worked diligently to achieve Council's goals in terms of acquiring private property inholdings that could, potentially, disrupt the consistency of the stated conservation values of the Bonanza Flat initiative. The Daderko and Bransford properties are examples of this inclusion, and have been favorably resolved and incorporated into the BFCE.

Salt Lake City Department of Public Utilities (SLCDPU) transfer:

As part of the initial fundraising for the property, SLCDPU approved $1,500,000 in funding for Bonanza Flat . The funding was conditioned on 55 acres conveyed back to SLCDPU after being encumbered by the BFCE.

Girl Scouts of Utah (GSU)/Silver Islet Inclusion:

Collaboration with the GSU:

- GSU to acquire fee title to 16 acres, which includes their existing ranger home, several cabins, bathroom and shower facilities, as well as shoreline and acreage on Lake Brimhall for existing programming.
- The BFCE identifies a 'protection area' where public access and trail development is restricted.
- In return, PCMC acquires 170 acres of additional open space, where existing trails connect to and from Lake Lackawaxen, Silver Islet and Culvert Meadow.

Conservation Easement:

The BFCE identifies and protects the conservation values of the property and uses established by the Bonanza Flat Open Space Bond.

- The 'Conservation Purpose' is to *forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation.*
- The 'Conservation Values' are as follows: *scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational and educational.*

Baseline Documentation:

A baseline document will be recorded at the time the easement is granted, setting forth existing conditions in which future monitoring reports and activities may be referenced.

Bonanza Flat Adaptive Management and Stewardship Plan (BFAMS):

The BFAMS Plan provides direction on best management practices to achieve the Conservation Values. As part of the plan and representative of the properties diversity, UOL has broken the property into four categories based on the values exhibited in the Baseline Documentation and proposed uses, such as 1) Headwaters, 2) Back Country, 3) Cloud Rim Protection, and 4) Front Country.

The BFAMS Plan identifies monitoring protocols and acts as a guide for best management practices. The BFAMs Plan may be updated periodically upon the written agreement of Grantor (PCMC) and Grantee (UOL), and shall be reviewed at least every five years.

Funding Required

Funding for the conservation easement and approved capital projects are identified in the Bonanza Flat Budget

Department Review

This report has been reviewed by the Budget and Executive Departments, as well as the City Attorney's Office.

Exhibit A- Bonanza Flat Conservation Easement
Exhibit B- Bonanza Flat Adaptive Management Plan

When Recorded Return to:
Utah Open Lands
1488 South Main Street
Salt Lake City, UT. 84115

Bonanza Flat Conservation Area

Deed of Conservation Easement

This DEED OF CONSERVATION EASEMENT ("Easement"), is made and given, by PARK CITY MUNICIPAL CORPORATION ("Grantor"), having an address of 445 Marsac Avenue, P.O. Box 1480, Park City, Utah 84060, to UTAH OPEN LANDS CONSERVATION ASSOCIATION ("Grantee"), having an address of 1488 South Main Street, Salt Lake City, Utah 84115, to be held and enforced in perpetuity for the benefit of the public in accordance with the terms and for the conservation purpose set forth herein.

WITNESSETH:

WHEREAS, Grantor is the owner of a certain tract of land, located in Wasatch County, Utah, known as Bonanza Flat and described in the **Legal Description and map attached hereto as Exhibit A** and by this reference made a part hereof (the "Property");

WHEREAS, it is the purpose of this Easement and the intention of both the Grantor and Grantee to forever protect and preserve the scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational and educational values of the Property;

WHEREAS, the Property provides significant benefits to the public as recognized in the Utah Land Conservation Easement Act (Utah Code Ann. § 57-18-1 et seq.), and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of Utah statutory and common

law;

WHEREAS, Grantor recognizes and values the financial and organizational contributions made by Utah Open Lands, Wasatch Mountain Club, Wasatch Back Country Alliance, Trails Utah, The Nature Conservancy, Summit Land Conservancy, the Utah Chapter of the Sierra Club, Save Our Canyons, Park City Leadership Class 23, Mountain Trails Foundation, Friends of Alta, the Utah Hang Gliding and Paragliding Association; over 3000 individual donors, and agencies including: Salt Lake City Public Utilities, Salt Lake County, Metropolitan Water District of Salt Lake City and Sandy, Utah Reclamation Mitigation Conservation Commission, Summit County, Wasatch County and Midway City and foundations in facilitating the acquisition and permanent protection and preservation of the conservation values of the Property;

WHEREAS, the Property was purchased with restricted proceeds from a $25 million bond specific to the Property, which passed by a vote of the Park City community on November 7, 2016, and restricted funds from private foundations, private individuals, public agencies, and nonprofits that were granted or raised for the express purpose of enabling the city to purchase the Property and forever protect and preserve its scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational and educational values;

WHEREAS, Grantor and Grantee agree that this Easement constitutes a public charitable trust that is to be held and enforced forever by Grantee for the benefit of the public in general, the citizens Park City, numerous counties throughout the State of Utah, and the United States of America;

WHEREAS, the Property possesses unique and sensitive scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational and educational values described in more detail in paragraphs A through F immediately below (collectively referred to as the “Conservation Values”) of great importance to Grantor and Grantee, and which provide incalculable

public benefit to the citizens of Park City and numerous counties in the State of Utah, and the United States of America, and the granting of this Easement will result in the:

A. Protection and preservation of relatively natural habitat in accordance with 26 U. S. C. §170(h)(4)(A)(ii) and accompanying Treasury Regulations, including protection and preservation of habitat appropriate for several wildlife species identified as priorities for conservation by the State of Utah. Of the listed priority *Utah Sensitive Wildlife Species*, the following have been documented on or near the Property: American three-toed woodpecker (*Picoides dorsalis*), northern goshawk (*Accipiter gentilis**)***, Townsend's big-eared bat (*Corynorhinus townsendii*), with historical occurrences for ferruginous hawk (*Buteo regalis*) and western toad (*Bufo boreas).* As identified by the Utah Division of Wildlife Resources (DWR), the Property serves as critical habitat for nine key wildlife game species in Utah: band-tailed pigeon (*Patagioenas fasciata*), black bear (*Ursus americanus*), blue grouse *(Dendragapus obscurus)*, Shiras moose (*Alces shirasi*)*,* Rocky Mountain goat (*Oreamnos americanus*), mule deer (*Odocoileus hemionus*), Rocky Mountain elk (*Cervus canadensis nelsoni*), ruffed grouse (*Bonasa umbellus*), and snowshoe hare (*Lepus americanus*). The Property further provides important migration corridors for mule deer, Rocky Mountain elk, and moose, and the property includes high priority habitats for conservation identified by DWR including open bodies of water such as Blood's Lake, Lake Lackawaxen, and Silver Lake Islet, as well as numerous high alpine palustrine wetlands, wet meadows and smaller ponds, aspen, coniferous forests, mountain shrub and other natural communities. Significant nesting sites on the Property for flammulated owl (*Psiloscops flammeolus*), great horned owl (*Bubo virginianus*) and American kestrel (*Falco sparverius)* have been noted during site visits, including American pika (*Ochotona princeps*), beaver (*Castor canadensis*), and mountain lion (*Puma concolor*);

B. Protection of scenic, aesthetic, and open space values in accordance with 26 U.S.C. §170(h)(4)(A)(iii) and accompanying Treasury Regulations through the protection of views of the Property, which can be seen from several vantage points including Empire Pass, State Route 224, Guardsman Pass, and adjacent protected landscapes;

C. Protections pursuant to clearly delineated governmental policies in accordance with 26 U.S.C. §170(h)(4)(A)(iii) and accompanying Treasury Regulations as the property was purchased pursuant to a $25 million bond specific to Bonanza Flat passed in 2016 and additionally, protection of watershed values, drinking water, and water quality, as the Property is recognized by Salt Lake Public Utilities, Utah Reclamation Mitigation and Conservation Commission, Metropolitan Water District of Salt Lake City, and Sandy City as a portion of the headwaters of the Provo River Drainage, and the protection of this Property from development safeguards the quality of drinking water for the Wasatch Front and Wasatch Back;

D. Protection of a historic land area by preserving the public's enjoyment of the unaltered nature of land that includes remnants of Park City's mining history, including abandoned mining shafts, which provide a unique glimpse of Park City's early mining roots;

E. Protection of public recreational and educational values, as the Property will provide trailhead facilities and trails accessible to the general public to enable the public to experience wildlife viewing and enjoy outdoor recreational and educational opportunities in a manner that is consistent with the permanent protection and preservation of the Property's scenic, natural, ecological, forest, open space, water quality, watershed, riparian, and wildlife habitat values; and

F. Protection of areas that act as buffers to existing areas of protected open space, as the Property is adjacent and in close proximity to several permanently protected open spaces, including Empire Canyon, Wasatch Mountain State Park,

Wasatch-Cache National Forest, Snake Creek Canyon Preserve, land owned by the Girl Scouts of Utah, and Salt Lake City Public Utilities watershed lands.

WHEREAS, Grantee has conducted an inventory of the Conservation Values and the current condition of the Property, as documented in the Baseline Documentation Report, which is defined herein;

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be forever protected and preserved by limiting, as provided herein, the continuation, initiation, or introduction of uses of or activities on the Property that would have a material adverse impact on the Conservation Values;

WHEREAS, the Property is subject to leases that existed at the time of purchase consisting of the Talisker Lease. The revised Talisker 2.0 Lease is attached hereto as Exhibit B and by this reference made a part hereof;

WHEREAS, Grantor, as fee owner of the Property, holds the right to identify, conserve, enhance, protect, and preserve in perpetuity the Conservation Values of the Property;

WHEREAS, Grantor greatly values the undeveloped nature of the Property and its Conservation Values;

WHEREAS, the Property meets Grantee's criteria for acceptance of conservation easements and Grantee's Board of Directors has duly adopted a resolution approving Grantee's execution, acceptance, and recordation of this Easement;

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect land under a conservation easement by the enactment of Utah Code Ann. § 57-18-1 et seq.;

WHEREAS, Grantee's mission is to conserve and protect open space and

natural areas for ecological, scientific, historic, recreational, agricultural, and educational purposes; and Grantee is a charitable tax-exempt organization under Internal Revenue Code § 501(c)(3), a qualified conservation easement holder under Utah Code Ann. § 57-18-3; and a qualified organization as defined in 26 U. S. C § 170(h)(3);

WHEREAS, Grantee has agreed to accept this Easement upon the condition and understanding that the mutual intentions of Grantor and Grantee (the "Parties") regarding the future uses of the Property and the permanent protection and preservation of the Property's Conservation Values as expressed in this Easement shall be forever honored and defended; and

WHEREAS, the Parties desire and agree that each provision of this Easement be construed to further the protection, preservation, and enhancement of the Property's Conservation Values.

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants, terms, conditions and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this Easement, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. § 57-18-1 et seq., Grantor hereby voluntarily and irrevocably grants and conveys to Grantee and its successors in interest a PERPETUAL CONSERVATION EASEMENT to be held and enforced for the benefit of the citizens of Park City, Summit County, the State of Utah, and the United States of America. This Easement is made over and across all of the Property to forever preserve and protect the Conservation Values. This Easement shall forever bind Grantor, Grantee, and their successors in interest and assigns. This Easement is granted in perpetuity and any mortgage lien or other encumbrances other than encumbrances of record and encumbrances further identified through recorded legal descriptions existing at the time of the grant of this easement shall be subordinate to all rights and intentions of this Easement, including Grantee's right to enforce the perpetual protection and preservation of the Conservation Values described herein. The scope of this Easement is set forth in this deed.

SECTION I – CONSERVATION PURPOSE

The purpose of this Easement is to forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation (the "Conservation Purpose"). The Parties agree that the Conservation Values are not likely to be materially adversely affected by the continued use of the Property as authorized in Section V to this Easement. Grantor and Grantee intend that this Easement will confine uses of the Property to only those activities that are consistent with the Conservation Purpose.

SECTION II - RIGHTS OF GRANTEE

To accomplish the Conservation Purpose, Grantor hereby conveys the following rights, without restriction, to Grantee, which rights shall be in addition to and not in limitation of any other rights and remedies available to Grantee:

(a) to identify, preserve, and protect in perpetuity the Conservation Values consistent with the terms of this Easement and consistent with any third-party rights of record in and to the Property that were not subordinated to the terms and conditions of this Easement on the effective date of the purchase of the Property;

(b) to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is not consistent with the terms of this Easement, and to require Grantor or third persons to restore any areas or features of the Property that may be damaged by an inconsistent activity or use;to enter upon the Property at reasonable times and in a reasonable manner to monitor Grantor's compliance with and otherwise enforce the terms of this Easement;

(c) to enter onto the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;

(d) to obtain injunctive and other equitable relief against any violations, including restoration of the Property to the condition that existed prior to any such violation;

(e) to enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure as provided in Section IX;

(f) to erect signage at such locations on the Property as determined mutually between Grantor and Grantee identifying Grantee as the holder of this Easement, the terms of this Easement, or the Property's protected status; and

(g) to burden title to the Property in perpetuity and bind Grantor and all future owners and tenants of the Property.

SECTION III –BASELINE DOCUMENTATION REPORT

The Baseline Documentation Report, which by this reference is made a part hereof, contains a collection of baseline data (including the Bonanza Flat Conservation Area Resource Inventory) that establishes the condition of the Property and its natural resources as of the effective date of this Easement in accordance with Treasury Regulation U.S.C.26 § 1.170A-14(g)(5)(i). The Parties acknowledge that the Baseline Documentation Report has been completed by competent professionals familiar with the Property and agree that the Baseline Documentation Report provides an accurate representation of the Property as of the effective date of this Easement. The Parties further agree that all updates to the Baseline Documentation Report will be signed by both Grantee and Grantor and attached to the Baseline Documentation Report. A copy of the Baseline Documentation Report and all updates thereto shall remain on file in Grantee's offices. Notwithstanding the foregoing, should a future controversy arise over the condition of the Property or compliance with this Easement, the Parties may use all relevant documents, surveys, reports, and other information to assist in resolving the controversy.

SECTION IV – BFAMS PLAN, BFCAT MAPS, AND TRAILHEAD LOCATION MAP

A. Bonanza Flat Adaptive Management and Stewardship Plan. As of the effective date of this Easement, Grantor and Grantee have developed a Bonanza Flat

Adaptive Management and Stewardship Plan ("BFAMS Plan"). The BFAMS Plan provides direction on best management practices for consideration in the protection of the Conservation Values. The BFAMS Plan identifies monitoring protocols for certain Conservation Values within the Headwaters, Back Country, Cloud Rim Protection, and Front Country Areas, to guide management practices. The BFAMs Plan may be updated periodically upon the written agreement of Grantor and Grantee and shall be reviewed by Grantor and Grantee at least every five years. Significant changes to the BFAMS Plan, as determined by mutual agreement of Grantor and Grantee, shall be brought to the Park City Council for approval pursuant to a public hearing process. A copy of the BFAMS Plan and all updates thereto shall remain on file at the office of Grantor and the office of Grantee.

B. Bonanza Flat Conservation Area Trails Maps. As of the effective date of this Easement, Grantor and Grantee have developed the initial Bonanza Flat Conservation Area Trails Maps ("BFCAT Map Summer and BFCAT Map Winter"). The BFCAT Maps provide conceptual and existing trail alignments that both the Grantor and Grantee have determined will provide a sustainable trail system for the Property. Review and implementation of any updates to the BFCAT Maps must be approved by Grantee, such approval shall not to be unreasonably withheld, and shall be in accordance with Section VIII. A copy of the BFCAT Maps and any changes thereto shall remain on file at the office of Grantor and the office of Grantee.

C. Trailhead Location Map. As of the effective date of this Easement, Grantor and Grantee have developed the Trailhead Location Map. The Trailhead Location Map utilizes existing disturbed areas and areas where parking has previously occurred as locations for proposed trailheads to allow for functional and sustainable parking and trail access providing the necessary infrastructure to adequately serve the public benefit of the Property. Any change to the Trailhead Location Map must be approved by Grantee in accordance with Section VIII and shall be done in accordance with the BFAMS Plan. A copy of the Trailhead Location Map and all changes thereto shall remain on file at the office

of Grantor and the office of Grantee.

SECTION V - PERMITTED USES AND PRACTICES

The uses and practices described in this Section shall not be precluded or prevented by this Easement, except when such uses and practices (i) occur in a manner or to a degree that would have or has a material adverse impact on the Conservation Values or the Conservation Purpose of the Easement, (ii) require Grantee's prior approval in accordance with Section VIII, or (iii) create or threaten to create a material adverse impact on the Headwaters, Back Country, Cloud Rim Protection, or Front Country Areas.

While not an exhaustive recital of permitted uses and practices and subject to the limitations listed above, the following uses are consistent with this Easement.

A. Maintenance and Restoration of the Native Ecosystem. Grantor may use techniques and methods recognized as effective in maintaining and restoring the native biological diversity of the Property, including but not limited to invasive weed suppression, restoration of areas that have eroded, restoration of forests, and other passive restoration efforts, provided in all cases that restoration is done in accordance with the BFAMS Plan.

B. Water Resources. Grantor may enhance water quality and wetland features on the Property to protect the watershed and headwater value, or to benefit wildlife and/or carbon sequestration. Such enhancements may include the protection of springs, wetlands, and streams on the Property, or maintenance and repair of existing or critical water related infrastructure and the enhancement of ecological resources.

C. Public Access, Trails and Trailheads. Grantor may identify, maintain, reroute and construct public recreational trails in accordance with this Easement. Grantor may maintain and construct trailheads on the Property, provided that the collective area for parking at trailheads does not exceed a capacity of 175

vehicles and that trailhead locations are designated on the Trailhead Location Map.

D. Trail-Related Structures. Grantor may construct bridging, boardwalks, culverts, separated street crossings, gates, or other trail-related improvements.

E. Fencing and Gating. Grantor may construct new fencing, replace existing fencing, and place gates for the purpose of defining Property boundaries, delineating specific uses or sensitive areas, or restricting unauthorized access across the Property, provided that all fencing must be sensitive to wildlife and wildlife migration and must not be considered "game proof", except if in the sole opinion of the Grantee for the protection of sensitive vegetation where game proof fencing is needed. In no event shall game proof fencing restrict wildlife migration routes.

F. Problem or Diseased Animals. Grantor may use methods to control diseased and problem animals.

G. Fire Suppression and Forest Management. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Fire management and forest health considerations identified in the BFAMS plan reflect compliance with this easement and guidelines established in the BFAMS Plan may from time to time be modified to reflect changing conditions. Potential means to reduce or remove high-risk fuel loads should include requiring the removal of deadfall and slash created during the maintenance of trails. Removal methods shall limit the effect on the native biological diversity and may include, but would not be limited to, hand removal, mechanized methods, and biological methods such as short-duration grazing and shall employ techniques and wildfire management determinations consistent with the governing fire authority for the Property.

H. Invasive Weed and Insect Control. Grantor may use biological invasive weed and insect controls, provided such use ensures protection of the riparian values of the

Property and avoids impairment of the natural ecosystems and their processes. Grantor may use chemical controls only in those amounts and with the frequency of application constituting the minimum necessary to accomplish reasonable invasive weed and insect control, provided such use ensures protection of the riparian values of the Property and avoids impairment of the natural ecosystems and their processes. Invasive weed and insect controls identified in the BFAMS plan reflect compliance with this easement and guidelines established in the BFAMS Plan may from time to time be modified to reflect changing conditions.

I. Dogs. Dogs are permitted on designated trails within the Property (i) with the exception that, no dogs shall be allowed on trails within 100 yards of Bloods Lake, while it serves as the primary drinking source of Camp Cloud Rim; (ii) with the exception that, no dogs shall be allowed on the Clayton Peak trail immediately accessing property in Big Cottonwood Canyon; (iii) all dog use must comply with Grantor's rules and regulations regarding dog use and must be consistent with the Conservation Purpose of this Easement and subsequent water quality monitoring; and (iv) Grantor and Grantee may in their sole discretion close the Property, a trail, or trails within the Property to dogs should monitoring protocols determine an increase in the presence of algae, waterborne pathogens, a deterioration of water quality, or a finding that trail use behavior materially impairs or damages the Conservation Values.

J. Property Inclusion. Private inholdings within the Property's boundaries and adjacent lands may be incorporated into this Easement if such incorporations improve the overall Conservation Values and public benefit. Any land incorporated into this Easement pursuant to this paragraph must be made expressly subject to all terms and conditions of this Easement, and the condition of said land including any improvements therewith shall be acknowledged at the time of inclusion as consistent with the Conservation Values. Any said incorporation must be (i) documented through appropriate legal descriptions and updates to the Baseline Documentation Report at the time of incorporation and

(ii) promptly recorded in the records of Wasatch County.

K. Utilities. Existing utilities may be maintained or relocated, and new utility connections Grantor deems necessary and appropriate in conjunction with a permitted use under this Section are permitted, provided that, in the case of any utility relocation or new construction: (i) it must be approved by Grantee in accordance with Section VIII; (ii) the utility must be buried to the extent reasonably practicable; and (iii) any surface disturbance to the Property must be restored, to the extent reasonably practicable, to its original undisturbed state.

L. Signs. Grantor may place a limited number of signs: (i) stating the rules and regulations; (ii) stating safety or hazardous conditions; (iii) identifying trails or interpretive sites; (iv) stating the Conservation Purpose of this Easement and the Property's protected status; and (v) identifying restoration areas.

M. Events, Special Uses, and Related Temporary Structures. An event, a special use, and one or more temporary structures associated with an event or a special use are permitted at the discretion of the Grantor provided that: (i) the event or special use is limited in the number of participants; (ii) any temporary structure is located to minimize impacts on the natural environment; (iii) any temporary structure is approved by Grantee in accordance with Section VIII; (iv) requests in conjunction with filming include an analysis of potential impacts and provide for compensation to the public as determined by Grantee in accordance with the BFAMS plan and (iv) the staging, event or special use, and any temporary structures are located to the extent possible in areas where adequate infrastructure already exists, such as at trailheads.

N. Wildfire Evacuation and Emergency Response. Grantor may provide for emergency response and wildfire evacuation routes and maintain these routes at a minimal level not to exceed the existing condition of the manmade disturbances identified in the Baseline Documentation.

O. Recreational Aircraft. Unmanned aircrafts may not take off or land on the

property, unless their use is directly related to a permitted use under the authority and discretion of Grantor and Grantee and do not materially impact the public's enjoyment of the Property. All other recreational aircraft, requiring a motor or mechanized source to power flight are prohibited from taking off or landing on the property. Recreational aircraft not powered by motors or mechanized sources for flight are subject to existing ordinances.

P. Headwaters Area. Uses in the Headwaters Area shall maximize water quality, underscoring wildlife protection values and activities that threaten these values shall be minimized. Recreational activities in the Headwaters Area should be limited to education, wildlife viewing, ecological study, hiking, electric assist bicycles in accordance with policies and ordinances adopted by Park City Council, mountain biking and human-powered activities including winter back country skiing and snow shoeing. Grantor may reroute, relocate, construct, and maintain single-track trails for hiking and activities in the Headwaters Area only in accordance with the BFCAT Maps and provided that:

i. all trails are rerouted, relocated, constructed, and maintained in accordance with the BFAMS Plan;

ii. all trails remain pervious to the soil using natural materials;

iii. trails once constructed shall be promptly documented in updates to the Baseline Documentation Report;

iv. trails are designated for hiking and non-motorized human-powered activities with electric assist bicycles only allowed consistent with policies and ordinances approved by Park City Council;

v. all trails are single-track in nature with a constructed width no larger than four feet;

vi. any trail development shall ensure sensitivity to the Conservation Values of the Property and avoid sensitive water resources;

vii. Grantor retains the right, based on a determination that inappropriate trail use or trail use at certain times of the year conflicts with the protection and preservation of the Conservation Values, to close, reroute, restrict

use, restore, or relocate existing trails as may be necessary, provided any proposed rerouting, restoration, or relocation of a trail shall be approved by Grantee in accordance with Section VIII.

Q. Back Country Area. Uses in the Back Country Area shall allow for recreational engagement that: (i) facilitates a connection with nature; (ii) allows ecological processes to occur with little disturbance and (iii) encourages a sense of remoteness. Recreational activities in the Back Country Area should be limited to single-track trails for equestrian, hiking, wildlife viewing, ecological study, electric assist bicycles in accordance with policies and ordinances adopted by Park City Council and non-motorized biking, limited groomed Nordic skiing primarily on existing two-track disturbances; and human-powered activities, including winter back country skiing and snow shoeing. Grantor may reroute, relocate, construct, and maintain single-track trails for equestrian use, hiking, non-motorized biking, dog walking, Nordic skiing, and non-motorized human-powered winter activities in the Back Country Area only in accordance with the BFCAT Maps and provided that:

i. all trails are rerouted, relocated, constructed, and maintained in accordance with the BFAMS Plan;
ii. all trails remain pervious to the soil using natural materials;
iii. trails once constructed shall be promptly documented in updates to the Baseline Documentation Report;
iv. all trails are single-track in nature with a constructed width no larger than four feet;
v. any trail development shall ensure sensitivity to the Conservation Values of the Property and avoid sensitive water resources;
vi. Grantee and Grantor may mutually determine that inappropriate trail use, or trail use at certain times of the year, conflicts with the protection and preservation of the Conservation Values, and may temporarily close one or more trails on the Property;
vii. Grantor retains the right, based on a determination that inappropriate trail use or trail use at certain times of the year conflicts with the protection

and preservation of the Conservation Values, to close, reroute, restore, or relocate existing trails as may be necessary and shall prepare and groom trails for Nordic skiing, provided that (a) the designated trail is approved by Grantee in accordance with Section VIII and and further , Grantor shall provide notice to Grantee of the closure of a trail or portion thereof, and any proposed rerouting, restoration, or relocation of a trail shall be approved by Grantee in accordance with Section VIII; and

R. Cloud Rim Protection Area. Uses in the Cloud Rim Protection Area shall maximize the protection of the adjacent Girl Scouts of Utah ("GSU") Camp Cloud Rim property. The Cloud Rim Protection Area is exclusive to the GSU for as long as they own and operate Camp Cloud Rim. The area shall be dissolved and incorporated into the Back Country Area if GSU ceases to own the property. All recreational activities of and by the general public are restricted in the Cloud Rim Protection Area, maintaining a protective area the restricts general public access for the purpose of providing safety for GSU Camp Cloud Rim and those engaged in its programming. The Cloud Rim Protection Area allows for the GSU to conduct programmatic activities, which do not require improvements on the ground other than existing trails. Existing disturbances or trails shall be restored or decommissioned except for trails emanating from Camp Cloud Rim used solely by the GSU in association with the operation of the camp.

S. Girl Scout Land. Pursuant to the terms and conditions set forth in that certain Exchange Agreement and Restrictive Covenant Agreement attached hereto as Exhibit C and by this reference made a part hereof, it is contemplated by Grantor and Grantee that all property owned by GSU for the operation of Camp Cloud Rim will become subject to and encumbered by the terms of this Easement upon the sale or transfer to Grantor or any third-party, together with all improvements, infrastructure and permitted uses existing on the lands identified in the Exchanged Agreement and Restrictive Covenant ("GSU Property"). At the time of said transfer or sale, Grantor and Grantee acknowledge and agree that use, operation and maintenance of the GSU Property and all infrastructure,

improvements and utilities then existing on the GSU Property, including, but not limited to cabins, tent platforms, water infrastructure, lodge, restrooms, shower houses, ranger cabin, and associated structures shall be deemed permitted uses consistent with the Conservation Values which do not materially adversely impact the Conservation Purpose.

T. Existing Structures. The existing yurt, associated decking structure, and observation platform identified in the Baseline Documentation Report as of the effective date of this Easement may be maintained or replaced, provided (i) they remain available for public use, (ii) they remain in substantially the same location, (iii) they are not expanded beyond their current foot print, height, or character as documented in the Baseline Documentation as of the effective date of this Easement, and (iv) their use is not inconsistent with the Conservation Purpose of this Easement and are programmed mutually by Grantee and Grantor. Consideration for an additional yurt and associated decking consistent with the yurt structure identified in the Baseline Documentation could be permitted in accordance with section VIII of this Easement.

U. Front Country Area. Uses in the Front Country Area shall allow for recreational engagement that is consistent with the protection of the Conservation Values in the area. Permitted recreational uses in the Front Country Area include single-track trails for equestrian use, hiking, electric assist bicycles in accordance with policies and ordinances adopted by Park City Council and non-motorized biking; interpretive trails; limited Nordic skiing primarily on existing two-track disturbances; and human-powered winter activities, including back country skiing and snow shoeing. Grantor may reroute, relocate, construct, and maintain single-track trails for equestrian use, hiking, non-motorized biking, dog walking, Nordic skiing, and non-motorized human-powered winter activities in the Front Country Area only in accordance with the BFCAT Maps and provided that:

   i. all trails are rerouted, relocated, constructed, and maintained in accordance with the BFAMS Plan;

ii. all trails remain pervious to the soil using natural materials or gravel roadbase for interpretive trails;

iii. trails once constructed shall be promptly documented in updates to the Baseline Documentation Report;

iv. all trails, other than interpretive trails are single-track in nature with a constructed width no larger than four feet;

v. Interpretive trails may be large enough to accommodate a diversity of abilities as may be defined by national ADA standards;

vi. any trail development shall ensure sensitivity to the Conservation Values of the Property and avoid sensitive water resources;

vii. Grantee and Grantor may mutually determine that inappropriate trail use, or trail use at certain times of the year, conflicts with the protection and preservation of the Conservation Values, and may temporarily close one or more trails on the Property;

viii. Grantor retains the right, to close, reroute, restore, or relocate existing trails as may be necessary and shall prepare and groom trails for Nordic skiing, provided that (a) the designated trail is approved by Grantee in accordance with Section VIII and further, Grantor shall provide notice to Grantee of the closure of a trail or portion thereof, and any proposed rerouting, restoration, or relocation of a trail shall be approved by Grantee in accordance with Section VIII; and

V. Talisker 2.0 Lease. This Easement is subject the Talisker 2.0 Lease which is attached hereto as Exhibit B and by this reference made a part hereof.

W. Residual Rights. Except as expressly limited by this Easement, Grantor may exercise and enjoy all rights as owner of the Property, identified in this Easement and the right to use the Property for any purpose not inconsistent with this Easement

SECTION VI - PROHIBITED USES AND PRACTICES

Any use or practice that is inconsistent with the Conservation Purpose of this Easement or likely to cause material damage to the Conservation Values is prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of all prohibited uses and practices, are inconsistent with the Conservation Purpose of this Easement and thus prohibited.

A. Subdivision. Division or subdivision of the Property, and any action that creates an actual or *de facto* subdivision of the Property, is prohibited, except that Grantor may exercise a one-time subdivision right for the sole purpose of providing Salt Lake Public Utilities with land for incorporation into the land owned by Salt Lake Public Utilities in conjunction with previous agreements associated with acquiring the Property, and provided that the terms of this Easement shall remain in full force and effect with regard to the subdivided parcel.

B. Proffers, Dedications, Transfer of Development Rights. Proffer or dedication of the Property or any portion thereof as open space in or as part of any residential subdivision, any real estate development plan, or any other type of residential, commercial, or industrial development is prohibited. Proffer or dedication of the Property or any portion thereof for the purpose of fulfilling density requirements to obtain approvals for any zoning, subdivision, site plan, or building permits, is prohibited. Transfer of any development rights that have been encumbered or extinguished by this Easement to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise is prohibited and this Easement terminates all development agreements associated with this Property.

C. Construction. Structures or facilities for residential, commercial, or industrial use are prohibited. Only those structures permitted under Section V pursuant to a permitted use are allowed.

D. Wildlife Disturbance or Harassment. Disturbance or harassment of wildlife by any

means (for example, by people or domestic animals) is prohibited. The taking, removal, translocation, or captivation of wildlife is prohibited, however nothing within this provision shall restrict Grantor and Grantee from determining healthy carrying capacities of species on the Property, working with the Utah Division of Wildlife and employing appropriate management mechanisms, including permitting select and limited wildlife take methods to remove problem or diseased animals in accordance with the BFAMS Plan this subparagraph D of section IV does not include fishing.

E. Alteration of Watercourses, Wetlands, or Topography. Disturbance, alteration, excavation, or impairment of any watercourse or wetland or the topography of the Property is prohibited, except as permitted in connection with the permitted uses and practices in Section V.

F. Non-native Species. Intentional introduction onto the Property of any non-native plant or animal species is prohibited, except as permitted in connection with the permitted uses and practices in Section V.

G. Roads. New roads over, through, or across the Property are prohibited.

H. Ski Infrastructure. Any aerial, surface or subsurface infrastructure necessary for, or associated with commercial downhill skiing or snowmobiling (including, but not limited to, aerial trams, cables, lifts, towers, and other modes of conveyance) is prohibited.

I. Motorized Vehicles. Motorized vehicles are prohibited on the Property except for:

   i. emergency vehicles;
   ii. on designated safety corridors as mutually identified by Grantor and Grantee;
   iii. vehicles used in routine maintenance of the Property, provided the vehicles are under the direct control of Grantor or Grantee; and
   iv. vehicles in conjunction with a permitted use.

J. Agricultural Uses. Agricultural uses are prohibited on the Property except as may be consistent with fire suppression and invasive weed control activities permitted under Section V.

K. Camping. Manmade Fires: Camping is prohibited on the Property except in conjunction with an authorized use as determined mutually by Grantor and Grantee. Manmade fires are prohibited except in connection with fire suppression activities permitted under Section V.

L. Dumping. The dumping or other disposal of trash, debris, ashes, sawdust, or other refuse on the Property is prohibited.

M. Utilities. New utilities and new utility corridors are prohibited, except as permitted in Section V.

N. Mineral Activities. Any surface or subsurface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property (including, but not limited to, the lease, sale, or other disposition of the rights to such materials, and any horizontal drilling under the Property from other properties) is prohibited.

O. Signs and Billboards. Except as permitted in Sections II and V, the construction, maintenance, lease, or erection of any signs or billboards on the Property is prohibited. This prohibition encompasses, but is not limited to, commercial and political signs and billboards.

P. Hazardous Waste. The storage, dumping, or other disposal of any toxic or hazardous material on the Property is prohibited. Use of small quantities of hazardous materials necessary to accomplish a permitted use or practice is allowed but only if such use does not (i) violate any federal, state, or local environmental law, regulation, or other requirement or (ii) negatively impact the Conservation Purpose of this Easement. Neither this provision nor any other right

granted in this Easement shall impose liability on Grantee, nor shall Grantee be construed as having liability as a “responsible party” under CERCLA or other similar local, state, or federal statute.

SECTION VII – MANMADE DISTURBANCES

In accordance with the BFAMS Plan, all disturbances not associated with a permitted use shall be restored to as undisturbed and natural a state as is practical and shall be reseeded with native seeds, plants, or vegetation.

SECTION VIII – PRIOR APPROVAL FROM GRANTEE

If any provision of this Easement requires Grantor to obtain Grantee’s approval prior to the performance of an act or the undertaking of a use or practice, Grantor shall not perform that act or undertake that use or practice (whether directly or through an agent) until the notice and approval provisions of this Section have been fully satisfied. Grantee shall grant approval pursuant to this Section only if the proposed act, use, or practice will not cause material damage to the Property’s Conservation Values or otherwise be inconsistent with the Conservation Purpose or provisions of this Easement. This Section is not intended for any other purpose, including, without limitation, to request approval of: (i) an act, use, or practice that is expressly prohibited by this Easement; (ii) an existing or threatened violation of this Easement; or (iii) an act, use, or practice for which an amendment to this Easement would be needed. Nothing in this Section shall in any way prohibit or limit Grantee’s ability to obtain writs or injunctive relief or otherwise enforce this Easement.

A. Grantor's Written Notice. Prior to the performance of any act or the undertaking of any use or practice that requires Grantee’s approval, Grantor must notify Grantee in writing of the proposed act, use, or practice. The notice must fully inform Grantee of all material aspects of the proposed act, use, or practice (including the nature, scope, design, location, and timetable for such proposed act, use, or practice), and Grantor must send the notice to Grantee by registered

or certified mail return receipt requested or by email with a “read receipt” tracking option.

B. Grantee’s Written Request or Response. Grantee shall have forty-five (45) days from the date such notice is received (as indicated by the registered or certified mail return receipt or the “read receipt” confirming that the email message was opened by Grantee) to review the proposed act, use, or practice and, in writing, either approve the proposed act, use, or practice or notify Grantor of any objections it may have. The forty-five (45) day period shall not begin to run for purposes of this paragraph until such time as Grantee has received adequate information from Grantor to effectively evaluate the proposed act, use, or practice. In the event Grantee requires additional information to evaluate the proposed act, use, or practice, Grantee shall, in writing, request the information from Grantor as soon as practicable and in any case no later than forty-five (45) days after receipt of the notice. Grantee’s objections to a proposed act, use, or practice, if any, shall be based upon Grantee’s opinion that the proposed act, use, or practice is likely to cause material damage to the Property’s Conservation Values or is otherwise inconsistent with the Conservation Purpose or provisions of this Easement. If, in Grantee’s good faith judgment, the proposal presented by Grantor can be modified to avoid material damage to the Property’s Conservation Values and otherwise comply with the Conservation Purpose and provisions of this Easement, then Grantee’s response shall inform Grantor how the proposed act, use or practice may be modified to comply with this Easement. Grantor may commence the proposed act, use, or practice only after it receives Grantee’s express written approval, and only in the manner explicitly proposed by Grantor and approved by Grantee. Grantee must send any request for more information or response to Grantor by registered or certified mail return receipt requested or by email with a “read receipt” tracking option.

C. Grantee’s Failure to Respond. Grantee agrees to use reasonable diligence to respond to a notice from Grantor within forty-five (45) days from the date such notice is received (as indicated by the registered or certified mail return receipt or

the “read receipt” confirming that the email message was opened by Grantee) or within forty-five (45) days after Grantee has received adequate information to evaluate the proposed act, use, or practice, whichever is later. Grantee’s failure to respond within the forty-five (45) day period shall be deemed a constructive denial. Grantor may seek any legal remedy from the courts and recover reasonable fees and costs if a court rules the constructive denial unjustified.

D. Force Majeure. Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor’s control, including fire, flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Property caused by such events and of any efforts to prevent, abate, or mitigate any damage caused by such events.

E. Addresses. The addresses of Grantor and Grantee for purposes of mailing or emailing the notices, requests, and responses addressed in this Section are set forth in Section XV.

SECTION IX - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration. If either Grantor or Grantee becomes aware of a violation or potential violation of this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, the party who has become aware must promptly notify the other party of such violation, potential violation, damage, or potential damage by registered or certified mail return receipt requested or by email with a “read receipt” tracking option. Grantor shall have thirty (30) days from the date of receipt of a notice from Grantee of a violation or potential violation or of damage or potential damage to commence actions, including restoration of the Property, that are reasonably calculated to

prevent or correct the violation or damage (Grantor's receipt of such a notice shall be indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantor). If Grantor fails to take such corrective action within the thirty (30) day time period, Grantee may undertake appropriate action, including legal action, to effect such prevention or correction. Grantor shall pay the cost of such prevention or correction, including Grantee's expenses, court costs, and attorney's fees.

B. Injunctive and Other Relief. Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction, or seek any legal remedy to stop or prevent unauthorized activities and to force the restoration of the portion of the Property affected by an unauthorized activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and taking such other action as Grantee deems necessary to achieve restoration. The costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered.

C. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

D. Cumulative Remedies. Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

E. No Waiver of Enforcement. Grantee may exercise discretion in enforcing this Easement, subject to its fiduciary obligations to the public as beneficiary of the easement. No delay or omission by Grantee in the exercise of any right or remedy under this Easement or applicable law shall impair such right or remedy or be construed as a waiver. Grantee's failure to exercise its rights under this

Easement, in the event of a breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach. Enforcement of this Easement shall not be defeated by adverse possession, laches, or estoppel. The Parties agree that the rights of the public, as beneficiary of this Easement, shall not be forfeited by any acts or omissions of Grantee.

SECTION X – NOTICES, SUPERIORITY OF EASEMENT, COSTS, TAXES & FEES

A. Notices. To provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property or any interest therein (including a leasehold interest) is transferred. Grantor further agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed or other instrument by which any interest in the Property is conveyed, and attach a copy of this Easement to such instrument. Grantor also agrees to provide written notice of this Easement to all agents working under the direct control of Grantor in conjunction with the Property. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

B. Superiority of Easement. Any lease, mortgage, trust deed, lien, judgment, or other interest executed or entered against the Property after the effective date of this Easement, except as expressly provided for herein, shall be subordinate to this Easement and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise negatively impact the Conservation Values protected by or the Conservation Purpose of this Easement.

C. Costs, Taxes, and Fees. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including responsibility for fire suppression and the control of noxious weeds in accordance with all applicable laws. Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Property. Grantor

shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority.

SECTION XI – INDEMNITY

Grantor agrees to defend, indemnify, and hold harmless Grantee from and against any damage, liability, and loss occasioned by, growing out of, or arising or resulting from (i) any act or omission by Grantor or its agents or employees associated with this Easement or the Property or (ii) the presence or release of any toxic or hazardous material or substance on the Property, except where the presence or release was directly caused by Grantee.

SECTION XII – RESTRICTION ON TRANSFER OF EASEMENT

A. Grantee is prohibited from assigning or otherwise transferring this Easement, whether or not for consideration, unless (i) the transferee is, at the time of the transfer, a "qualified organization" and an "eligible donee," as those terms are defined in §170(h) of the Internal Revenue Code and accompanying Treasury Regulations, (ii) the transferee is qualified to hold a conservation easement under Utah law, (iii) Grantee, as a condition of the transfer, requires that the transferee agree in writing that the Conservation Purpose of this Easement will continue to be carried out, and (iv) Grantor consents in writing to the transfer, which consent shall not be unreasonably withheld.

B. If Grantee shall cease to exist, or cease to be a qualified organization or eligible donee (as those terms are defined in § 170(h) of the Internal Revenue Code and accompanying Treasury Regulations) or qualified to hold a conservation easement under Utah law, and a prior transfer is not made in accordance with the requirements of this Section, then Grantee's rights and obligations under this Easement shall vest in such entity as a court of competent jurisdiction shall direct pursuant to the doctrine of *cy pres* and provided that the requirements of this Section shall be satisfied.

C. A transfer of this Easement in connection with a judicial extinguishment that satisfies the requirements of Section XIII shall not violate the provisions of this Section.

SECTION XIII – EXTINGUISHMENT; VALIDITY

A. Grantor agrees that the conveyance of this Easement gives rise to a property right that immediately vests in Grantee. Grantor further agrees that this property right had a fair market value on the effective date of this Easement that was equal to the proportionate value that this Easement, at that time, bore to the value of the Property as a whole at that time.

B. This Easement may be extinguished in whole or in part (whether through release, termination, eminent domain, abandonment, swap, exchange, reconfiguration, or otherwise) only (i) in a judicial proceeding in a court of competent jurisdiction, (ii) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes, and (iii) with a payment of proceeds to Grantor and Grantee as provided in paragraph C of this Section. Any removal of land from this Easement constitutes an extinguishment, however such removal might be characterized.

C. In the event of an extinguishment, Grantee shall be entitled to a share of the proceeds from any sale, exchange, or involuntary conversion of the property removed from this Easement equal to the appraised value of this Easement (or portion of this Easement encumbering the property to be removed) immediately before and ignoring the extinguishment, calculated using an appropriate “before and after” valuation methodology. Grantor shall be entitled to the remainder of the proceeds. Grantee has a right to record a lien to secure its recovery of its share of the proceeds.

D. Grantor and Grantee acknowledge that the Property was purchased with restricted bond proceeds and restricted funds that were granted or raised for the express purpose of enabling Park City to purchase the Property and forever protect and preserve its scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, and recreational and educational values. Grantor and Grantee agree that any proceeds each receives upon any extinguishment of this Easement will be used to protect conservation values in a manner that is consistent with the Conservation Purpose of this Easement.

E. If all or any part of the Property is taken under the power of eminent domain, Grantor and Grantee shall participate in appropriate proceedings at the time of such taking to recover the full value of their respective interests subject to the taking as well as all incidental or direct damages resulting from the taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee as provided in paragraph C of this Section.

F. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined to be inconsistent with the Conservation Purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with the Conservation Purpose of this Easement, has been considered by Grantor in granting and by Grantee in accepting this Easement, and it is the intent of both Grantor and Grantee that any such changes shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part. In addition, the inability to carry on any or all of the permitted uses and practices, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part.

G. All provisions of this Section shall survive any extinguishment of this Easement in

whole or in part.

SECTION XIV – LIMITED POWER OF AMENDMENT

A. Grantor and Grantee intend that the Conservation Values of the Property and the Conservation Purpose of this Easement will be protected in perpetuity by this Easement. While Grantor and Grantee have endeavored to foresee all possible threats to the perpetual protection of the Conservation Values of the Property and the Conservation Purpose of this Easement, there may come a time when this Easement should be amended to correct an error, to eliminate or reduce reserved rights that are not beneficial to the public, to clarify an ambiguity, or to otherwise enhance the protection of the Conservation Values of the Property. To that end, Grantor and Grantee have the right to agree to amendments to this Easement, provided, however, that any amendment must comply with each of the following requirements.

i. Only the following types of amendment are permitted:
    a. Amendments that are technical in nature (such as correcting a scrivener's error).
    b. Amendments that enhance the protection of one or more of the Conservation Values of the Property and are not detrimental to or inconsistent with the Conservation Purpose of this Easement.

ii. An amendment must not materially injure or destroy any of the Conservation Values of the Property or be detrimental to or inconsistent with the Conservation Purposes of this Easement. For example, this requirement prohibits "trade-off" amendments that would both materially negatively impact and arguably further the protection of the Conservation Values of the Property. Thus, for example, an amendment that would involve the relaxation or elimination of a restriction or other conservation protection in this Easement in exchange for the addition of land to this Easement is prohibited.

iii. An amendment must not limit or otherwise alter the perpetual duration of this Easement.

iv. An amendment must not adversely affect the status of Grantee as a qualified organization, eligible donee, or eligible holder of this Easement under any applicable laws.

v. An amendment must not result in private inurement or confer impermissible private benefit.

vi. An amendment must be in writing, duly signed, and promptly recorded in the appropriate location for public land records, and Grantee must document the amendment's compliance with the requirements of this Section in writing.

B. Nothing in this Section shall require Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

SECTION XV – NOTICES

Any notice, demand, request, consent, approval, or other communication shall be in writing and shall be sent by registered or certified mail return receipt requested or by email with a "read receipt" tracking option to:

Grantor: Park City Municipal Corporation
Attn: Park City Recorder
445 Marsac Ave
Park City, Utah 84060
michelle.kellog@parkcity.org

Grantee: Utah Open Lands Conservation Association Inc.
Attn: Executive Director
1488 South Main Street
Salt Lake City, Utah 84115
Wendy@UtahOpenLands.org

Grantor or Grantee may, by written notice to the other, designate a different recipient (i.e., “Attn:”) or a different mail or email address.

SECTION XVI - MISCELLANEOUS PROVISIONS

A. Partial Invalidity. If any provision of this Easement or application of any provision of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of the provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. "Grantor" and "Grantee": The term "Grantor" as used in this Easement and any pronouns used in place thereof shall mean and include the above-named Grantor and its successors and assigns. The term “Grantee” as used in this Easement and any pronouns used in place thereof shall mean Utah Open Lands Conservation Association and its successors and assigns. Grantor and Grantee may be referred to herein collectively as the “Parties.”

C. Titles. Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

D. Liberal Construction. This Easement shall be liberally construed in favor of forever protecting and preserving the Conservation Values of the Property and carrying out the Conservation Purpose of this Easement, and under no circumstances shall this Easement be construed in favor of the free use of land. The Parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.

E. Successors. This Easement shall be binding upon both Grantor and Grantee and their respective successors in interest and assigns.

F. Governing Law. This Easement shall be interpreted and construed in accordance with applicable Utah laws.

G. Venue. Any legal action concerning this Easement shall be filed in the Third Judicial District of Utah, Summit County.

H. Entire Agreement. This Easement sets forth the entire agreement of the Parties. It is intended to supersede all prior discussions or understandings.

I. Compliance with Law. All uses and practices permitted by this Easement shall comply with all applicable local, state, and federal laws.

J. Effective Date. The effective date of this Easement shall be the date of its recordation.

K. State Law Notice Requirements. Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning any possible legal and tax implications associated with granting this Easement.

L. No Merger. The Parties intend that this Easement may be extinguished in whole or in part only as provided in Section XIII. To that end, the Parties hereby agree that (i) no purchase by or transfer to Grantee of the underlying fee interest in the Property shall be deemed to extinguish this Easement, or any portion thereof, under the doctrine of merger or other legal doctrine, and (ii) should Grantee come to own all or

a portion of the underlying fee interest in the Property, (a) Grantee, as successor in title to Grantor, shall observe and be bound by the obligations of Grantor under and the restrictions imposed upon the Property by this Easement and (b) Grantee shall continue to hold and enforce this Easement as a public charitable trust for the benefit of the citizens of Wasatch, Summit, and Salt Lake Counties, the State of Utah, and the United States of America and be bound by its terms .

M. Warranty of Authority to Sign. By their signature below, the Parties warrant that this Easement is a valid, binding, and enforceable document which is executed after having obtained all necessary authority from their respective entities.

N. References. All references to the Internal Revenue Code, Treasury Regulations, and the Utah Code Annotated in this Easement shall be to the code and regulation provisions in effect as of the effective date of this Easement.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, Grantor and Grantee execute this Easement.

GRANTOR:

PARK CITY MUNICIPAL CORPORATION

Dated this _____ day of _____, 2020.

By_____

Mayor or Designee, Park City Municipal Corporation

GRANTEE:

UTAH OPEN LANDS ASSOCIATION

Dated this _____ day of _____, 2020.

By_____

Matt Steward, President or Designee, Utah Open Lands Conservation Association

STATE OF UTAH)

: ss.

County of Wasatch)

On this _____ day of January 2020, _____, representing Park City Municipal Corporation, known to me to be the person whose name is subscribed to the instrument set forth above, personally appeared before me, _____, a Notary Public for the State of Utah, and acknowledged that he/she executed the same on behalf of Park City Municipal Corporation

IN WITNESS WHEREOF, I hereunto set my hand and affix my notaries seal on the date above written.

_____

(SEAL) Notary Public for the State of Utah Residing at

_____

My commission expires _____

STATE OF UTAH)

: ss.

County of Wasatch)

On this _____ day of January 2020, _____, representing Utah Open Lands Conservation Association, known to me to be the person whose name is subscribed to the instrument set forth above, personally appeared before me, _____ _____, a Notary Public for the State of Utah, and acknowledged that he/she executed the same on behalf of Utah Open Lands Conservation Association.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notaries seal on the date above written.

_____

(SEAL) Notary Public for the State of Utah Residing at

_____

My commission expires _____









BONANZA FLAT CONSERVATION AREA
ADAPTIVE MANAGEMENT & STEWARDSHIP PLAN

DEVELOPED FOR **PARK CITY MUNICIPAL CORPORATION**
BY **UTAH OPEN LANDS**
ADOPTED 2019



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PART ONE

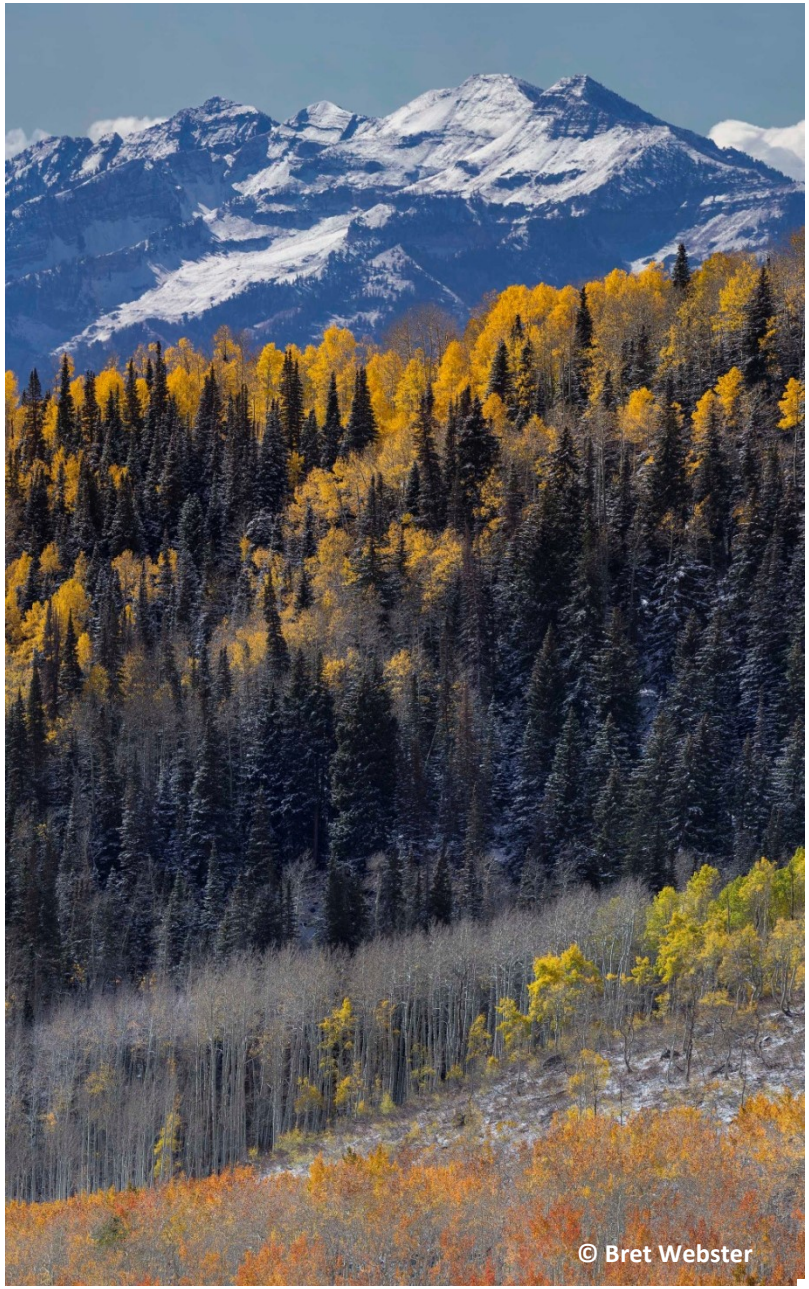
INTRODUCTION

EXECUTIVE SUMMARY

Without the leadership of the Park City Council and the residents of Park City who passed a $25 million bond, Bonanza Flat Conservation Area would already be lost. The loss would have effected drinking water for cities like Midway, Salt Lake and Sandy. The loss would have fragmented migratory and year-round habitat for moose, elk and deer. The loss would have cut off access for thousands of users and a variety of user groups. The loss would have forever changed the character of outdoor recreation in the Wasatch Front and Wasatch Back. Bonanza Flat Conservation Area is the 'heart of the Wasatch'. Its location and the significant role it plays in a cohesive ecosystem that extends beyond its borders, the role this landscape played in the collective call for its protection further underscores what could have been lost.

Over 3,000 individual donors, three cities, three counties, three agencies and 11 nonprofits came together to ensure the land was protected. The fundraising campaign, spearheaded by Utah Open Lands, resulted in a historic effort that managed to fill a $13 million gap to ensure the conservation purchase in just 6 months.

Utah Open Lands is honored to have the role of protecting and acting as steward of the land forever. Management and enforcement will be required to uphold the terms of the Conservation Easement. In employing sustainable management strategies, there will be transitions from historic use patterns and behavior to more mindful engagement with the land. Through proactive education and peer-to-peer nudges, we will find ways to ensure that we are all positive stewards of the Conservation Values of Bonanza Flat Conservation Area. Striking a forward-thinking balance of use and protection on the land will be critical to its long-term health and the conservation of the watershed that sits directly above the Town of Midway, Wasatch County and the Provo River.







The story of the preservation of Bonanza Flat Conservation Area is replete with hard work and tough choices. To preserve this land as population and recreation pursuits boom, management strategies will be robust and will require compromise to ensure that the landscape itself is not loved to death. On Bonanza Flat Conservation Area, we will take the managerial steps necessary to facilitate proper use of the land through a thorough inventory of use, regulatory authority, monitoring and best practices approach. Adapting management practices to ecosystems and user responses on the land will be ever evolving.

While still a wild place, Bonanza Flat Conservation Area is a landscape that is challenged by impact to the land. Even with these impacts there are vast areas that have been relatively untouched. **The fundamental concepts that this BFAMS Plan employs include: overall net sustainable use on the land, compatible uses that achieve sustainability, and determining the carrying capacity of the landscape, in part, by the conservtion values and monitoring protocols specific to those Conservation Values.** With the Conservation Easement as the fundamental guide, the Bonanza Flat Conservation Area Adaptive Management and Stewardship Plan (BFAMS Plan) provides a framework for comprehensive stewardship of the land.

The Conservation Easement codifies the intent of Park City (the landowner), respects the myriad donor intents from individuals that gave to see this land protected, and gives Utah Open Lands (UOL) the responsibility of enforcing its preservation in perpetuity. The Conservation Easement is the guide by which to enforce and ensure perpetual protection of the land and its Conservation Values from development. The Bonanza Flat Conservation Area Adaptive Management and Stewardship Plan reflects the fundamental values of stewardship. It incorporates on-site research, data collection, meetings with stakeholders, and public input. Utah Open Lands and Park City created the BFAMS Plan cooperatively with input from stakeholders, and the public. Utah Open Lands and Park City created the BFAMS Plan in conjunction with the Conservation Easement and as directed by the Park City Council in accordance with the Bonanza Flat Open Space Bond. Current conditions and

existing uses of the Property inform the BFAMS Plan while simultaneously presenting challenges for effective management. The Baseline Documentation Report, created by Utah Open Lands as the Conservation Easement holder, examines and memorializes the current condition of the land, its ecological and cultural resources, Conservation Values and existing features.

The Baseline Documentation Report provides benchmarks against which management decisions will be evaluated for their overall effect on the stewardship of the Conservation Values. This baseline is a fundamental tool in creating adaptable solutions.





THIS BFAMS PLAN:

- Contains management strategies and vision for 1,511.6 acres of land owned by Park City Municipal Corporation located on its town borders in Wasatch County.
- Assesses suitable locations for recreation and conservation activities.
- Outlines and proposes improvements and creation of trailheads, sustainable trails, safety and management.
- Suggests ways in which to maintain and continuously enhance existing Conservation Values.
- Emphasizes watershed protection practices as a fundamental goal in management decision making.
- Encourages a sustainable strategy focused on an exceptional recreational experience for multiple user groups.

PARK CITY OPEN SPACE BOND BALLOT INITIATIVE

"Shall Park City, Utah, be authorized to issue general obligation bonds in an amount not to exceed $25,000,000 and to mature in no more than 16 years from the date or dates of such bonds to acquire, improve and forever preserve open space, park and recreational land located in Bonanza Flats, if such land is available for purchase by the City, in order to protect the Conservation Values thereof, to remove existing unneeded man-made improvements, and to make limited improvements for public access, parking and use."

I. PARK CITY

LANDOWNER/GRANTOR

Park City is a town of over 8,000 people in Summit County, Utah. Park City Municipal Corp. (PCMC) is the landowner of the over 1,500-acre Bonanza Flat Conservation Area. Through a bond passed in 2016, and a community fundraising effort led by Utah Open Lands, Bonanza Flat Conservation Area was purchased in 2017, protecting it from eminent threats of development forever. The conservation-minded goals set forth for Bonanza Flat Conservation Area align with Park City's greater mission – to provide world-class trails and open space for the non-motorized recreational pursuits. Bonanza Flat Conservation Area will serve as an extension and addition to open space protection and recreational opportunities which are abundant in the Park City area.



II. UTAH OPEN LANDS

CONSERVATION EASEMENT HOLDER/GRANTEE

Utah Open Lands Conservation Association (UOL) is a 501(c)3 non-profit land trust, founded in 1990 in Park City, with their first office located on Prospector Avenue. UOL, as a nationally accredited land trust operates throughout the state of Utah and has permanently protected over 60,000 acres of land. As the oldest local land trust in the state, and the statewide land trust in Utah, UOL holds the Conservation Easement on Bonanza Flat Conservation Area and is responsible for ensuring the protection of the Conservation Values in perpetuity. Utah Open Lands began working diligently to protect Bonanza Flat Conservation Area once a $13,000,000 gap was identified between the Park City bond and the purchase price of Bonanza Flat Conservation Area. UOL's goals for the Property are tied to the Conservation Easement, which the organization is charged with enforcing, and the promise of protecting the land forever.

GRANTOR // GRANTEE ROLES

PCMC, the owner of the Property, has incorporated a conservation ethic for this land in the grant of the Conservation Easement to Utah Open Lands; forever codifying the intention of protection for this land from development.

The donors who contributed to the purchase of the land through individual contributions and the bond are part of the public trust created by the Conservation Easement agreement. The development value and restricted uses are held forever in trust by Utah Open Lands, and those rights cannot be transferred to another property nor can the development rights be added back to the land; those development rights cease to exist in favor of protecting the scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational and educational values.

STAKEHOLDERS	
All Park City Taxpayers and Residents	In November 2016 The Park City Open Space Bond Ballot Initiative was approved by Park City voters by a 70.2% margin to provide $25 million for open space preservation
Over 3000 individual households, foundations and public and private entities	$13 million was raised for the purchase of Bonanza Flat Conservation Area's protection from individual community members and private sources
Jurisdictional Stakeholder Committee as approved and appointed by the Park City Council	Wasatch County, Summit County, Midway City, Salt Lake Public Utilities, Metropolitan Water District of Salt Lake & Sandy, Salt Lake County, Wasatch Mountain State Parks and the US Forest Service
Technical Stakeholder Committee as approved by the Park City council	The Mountain Trails Foundation (MTF), the Citizens Open Space Advisory Committee (COSAC), Trails Utah, Save Our Canyons (SOC), Wasatch Backcountry Alliance (WBA) and Summit Land Conservancy



III. THE BFAMS PLAN INPUT

For over 11 months, Park City and Utah Open Lands engaged public and governmental agencies in Jurisdictional and Technical Stakeholder Committees. These committees served to advise the process, discussing issues relevant to the Conservation Easement and management of Conservation Values on Bonanza Flat Conservation Area. Both Jurisdictional and Technical Stakeholder Committees agreed unanimously that protection of the watershed was an overarching priority. The Technical Stakeholder Committee was comprised mainly of those entities that came together in a concerted effort to raise funds to protect Bonanza Flat Conservation Area from development. The Conservation Easement, Baseline Documentation and this BFAMS Plan were informed by the collective input of these stakeholder committees.

Utah Open Lands and Park City utilized the Technical and Jurisdictional Stakeholders Committees to act as both advisors and stakeholders in planning, evaluating and perspective on the protection and management of the land. Executive meetings were held bi-monthly from August 2017 through April 2018. The Technical Committee met on several occasions including 11/17/17, 03/23/18 and 05/22/18. The jurisdictional committee also met on several occasions including 11/17/17, 03/23/18 and 05/24/18. Open houses were held to inform the public of the progress of the topics discussed in these stakeholder meetings, including one held on 04/02/18. Online and onsite survey of users were conducted in tandem with these open houses.



A fundamental goal of this BFAMS Plan is to provide strategic management input to the Park City Council regarding important management considerations that will sustain the Conservation Values. This plan provides a process by which the City Council can adaptively respond to changing conditions as necessary management decisions are made.

Paramount to the goal of this management plan is the protection, forever, of the land's Conservation Values, and the engagement over time of those who connect with the land to become exemplary stewards.

IV. ADJACENT LANDHOLDERS

ENCUMBRANCES APPURTENANT TO THE PROPERTY

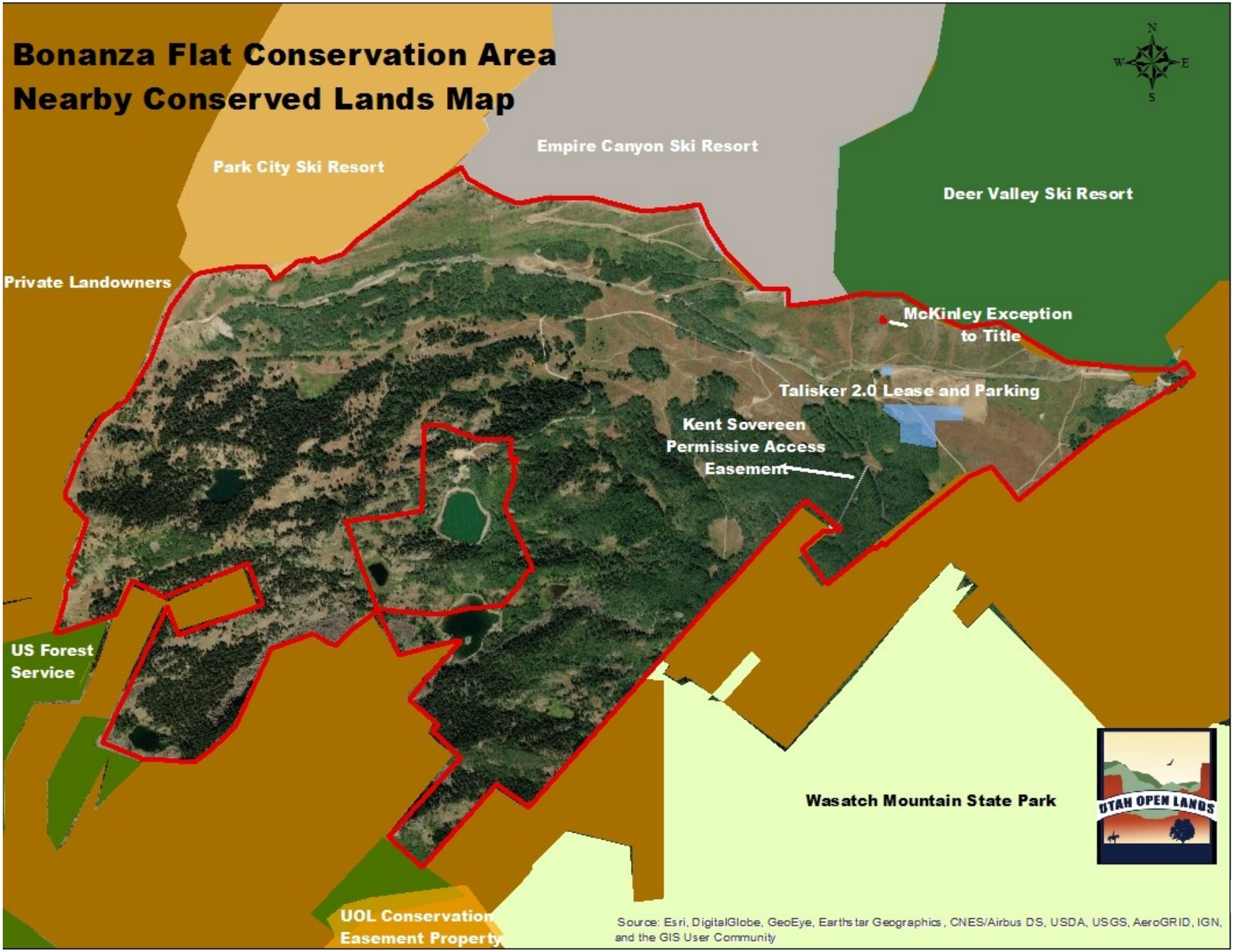
There are a couple of leaseholds within the bounds of the Bonanza Flat Conservation Area. These areas come with their own specific needs, access issues, and regulations.

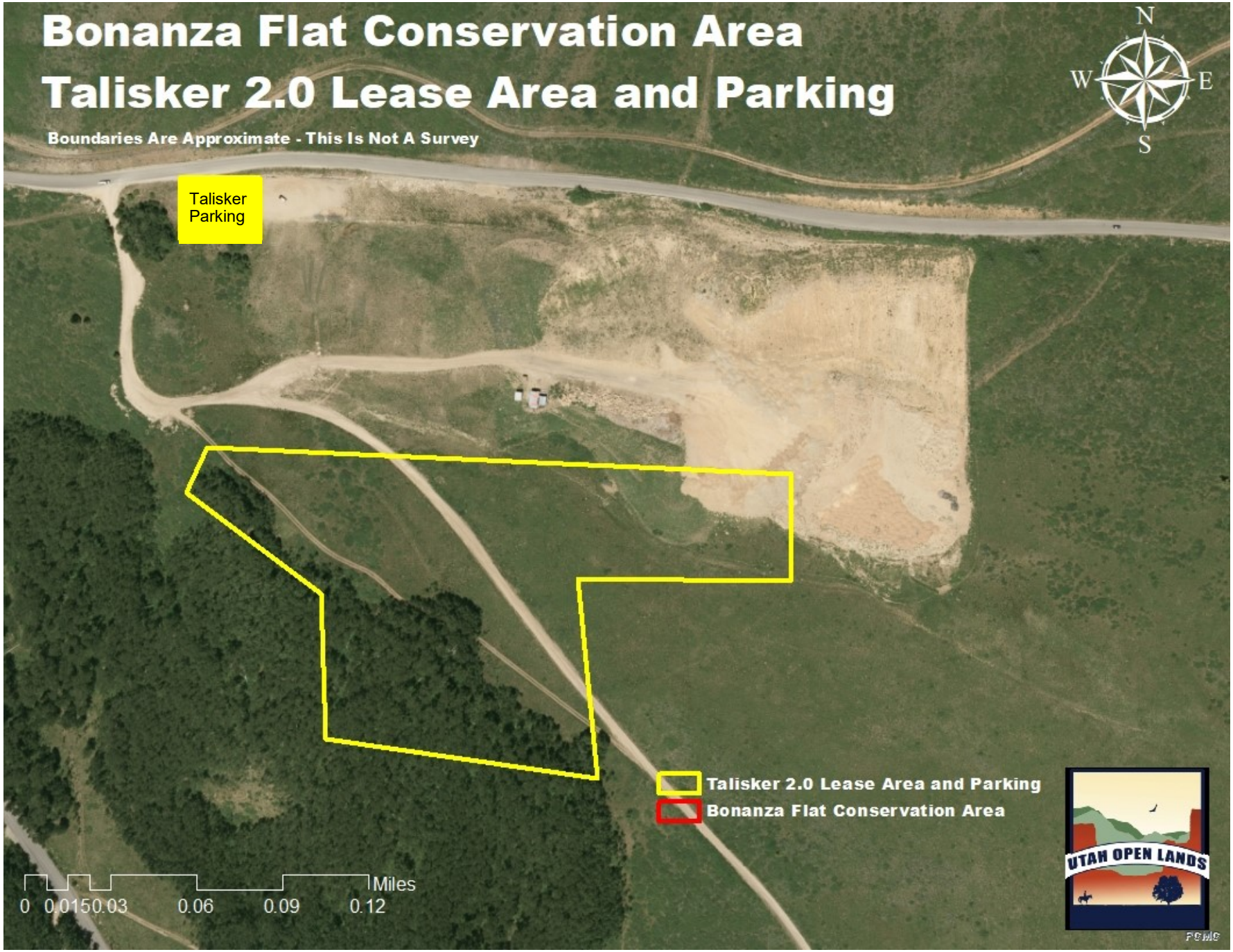
LEASE HOLDER	
Talisker 2.0 Club Leasehold	Talisker 2.0 has a 99-year lease that encompasses one 6-acre block of land in the eastern part of the Bonanza Flat Conservation Area. Two small cabins (existing) and a yurt (to be constructed) will occupy the space. This contiguous 6-acre space will include space for a sledding hill to be groomed – a wintertime access corridor to this leasehold is not included in the 6-acre parcel, and will be created each fall through non-wetland, minimally impactful corridors.
Kent Sovereen Permissive Access Easement Area	A private access easement, known as the Kent Sovereen Permissive Access Easement Area, exists on the Property, which leads to a private residence.
ADJACENT LANDS	
US Forest Service	The Uinta-Wasatch-Cache National Forest is located south-west of the Property and some portions of their property directly abuts the Bonanza Flat Conservation Area.



ADJACENT LANDS - continued	
Private Landowners	Numerous privately-owned lots are directly adjacent to the Bonanza Flat Conservation Area. Most of them are located to the east and south-east and many fall into property owner associations and are designated as seasonal with limited winter access. Additional private land adjacent to the Property along its western border consists mainly of mining claim ownerships
Utah State Parks	Wasatch Mountain State Park is located to the south of the Property and some portions of their property directly abuts the Bonanza Flat Conservation Area.
Salt Lake Public Utilities	Pursuant to Section VI paragraph A of the Bonanza Flat Conservation Area Conservation Easement "Grantor may exercise a one-time subdivision right for the sole purpose of providing Salt Lake Public Utilities land for incorporation into the land owned by those entities in conjunction with previous agreements associated with acquiring the Property, and provided that the terms of this Easement shall remain in full force and effect with regard to each subdivided parcel." A purchase and sale agreement executing the sale of the 55 acres to Salt Lake City Public Utilities provides Salt Lake Public Utilities with ownership and control over 55 acres of land subject to the terms of the Conservation Easement, but under the ownership of Salt Lake City Public Utilities.
Park City Mountain Resort and Deer Valley Resort Ski Areas	Park City Mountain Resort is owned by Vail Resorts and includes over 3,300 acres of land. Deer Valley Resort is owned by Aterra Mountain Co. and contains over 2,000 acres of land. A portion of the Deer Valley Property, known as Empire Canyon, has an existing conservation easement on it.

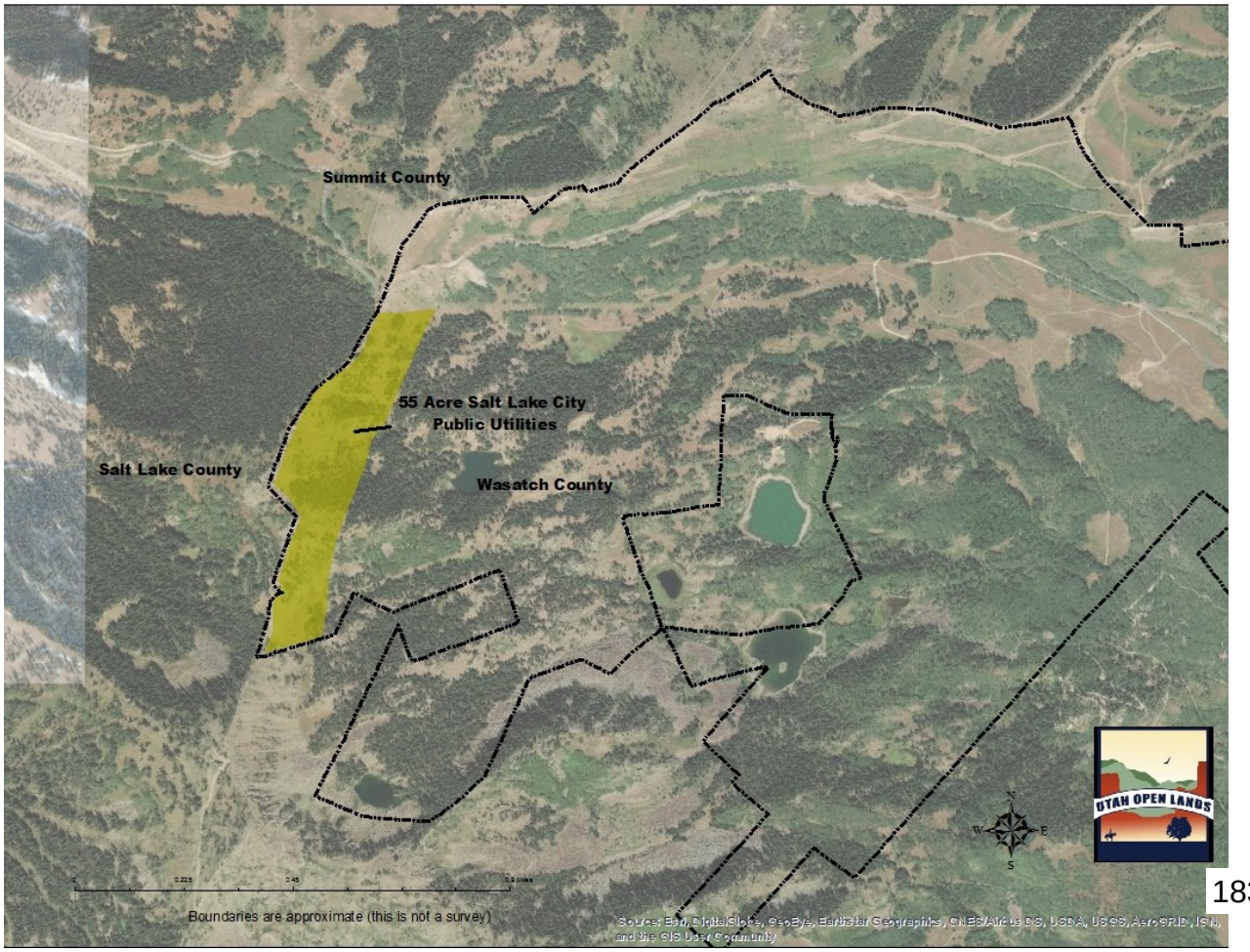



Bonanza Flat Conservation Area
Nearby Conserved Lands Map
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Empire Canyon Ski Resort
Park City Ski Resort
Deer Valley Ski Resort
Private Landowners
McKinley Exception to Title
Talisker 2.0 Lease and Parking
Kent Sovereen Permissive Access Easement
US Forest Service
Wasatch Mountain State Park
UTAH OPEN LANDS
UOL Conservation Easement Property
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


Bonanza Flat Conservation Area
Talisker 2.0 Lease Area and Parking
Boundaries Are Approximate - This Is Not A Survey
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Talisker Parking
Talisker 2.0 Lease Area and Parking
Bonanza Flat Conservation Area
Miles
0 0.015 0.03 0.06 0.09 0.12
UTAH OPEN LANDS

V. 55 ACRE SALT LAKE PUBLIC UTILITIES LAND

Pursuant to the terms of a grant from Salt Lake City toward the overall purchase of approximately 55 acres of land adjacent to the Salt Lake County line will be granted to Salt Lake City Public Utilities as per the Purchase and Sale Agreement by and between Park City Municipal Corporation. The 55 acres will be under the direct ownership of the SLCPU , but its management will be incorporated into the overall Bonanza Flat Conservation Easement which requires that the land remain encumbered by the Bonanza Flat Conservation Easement held by UOL. Any amendments to Part Three, Section 2 of the BFAMS Plan shall be approved by Salt Lake City Council, such approval not to be unreasonably withheld. The SLC Property shall at all times be subject to the terms of the Bonanza Flat Conservation Area Conservation Easement and no provision in Part Three, Section 2 of the BFAMS Plan or action of the Salt Lake Public Utilities Director or Salt Lake City Council shall be less restrictive than the Bonanza Flat Conservation Area Conservation Easement.



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PART TWO

DOCUMENTATION

BASELINE DOCUMENTATION and RESOURCE INVENTORY SUMMARY

I. BASELINE DOCUMENTATION

The Baseline Documentation provides an accurate representation of the Property at the time the Conservation Easement was placed on Bonanza Flat Conservation Area.

II. RESOURCE INVENTORY

The Bonanza Flat Conservation Area Resource Inventory (the "Resource Inventory") consists of 7 sections of data collected on the Property from June 29, 2017 through 2019. The Resource Inventory provides information regarding current uses, historic uses, and scientific analysis of the Conservation Values found on Bonanza Flat Conservation Area. Understanding the existing conditions and the effects of the existing conditions is a critical component in determining best practices for adaptive management and tracking the trajectory of the Conservation Values.

III. CONSERVATION EASEMENT

The Property has been permanently protected with a Conservation Easement. The Conservation Easement defines the Conservation Values and identifies permitted and prohibited uses, which ensure the protection of the land and its Conservation Values in perpetuity.

The Conservation Easement is the guiding document in protecting the land and should be utilized to ensure activities on the Property are in compliance.

CONSERVATION VALUES

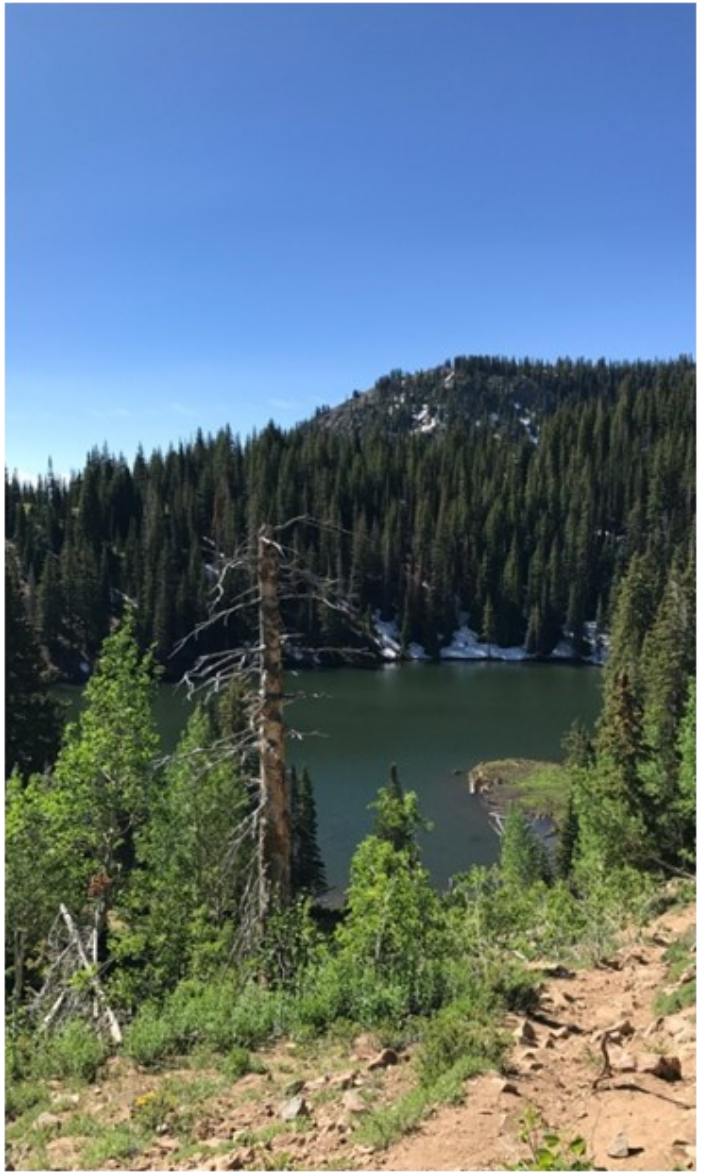
- **Protection of watershed values, drinking water, and water quality pursuant to clearly delineated governmental policies;**
- **Protection of public recreational and educational values;**
- **Protection and preservation of relatively natural habitat;**
- **Protection of scenic, aesthetic, and open space;**
- **Protection of a historic land area by preserving the public's enjoyment of the**
- **unaltered nature of land; and**
- **Protection of areas that act as buffers to existing areas of protected open space.**

SECTION I – CONSERVATION PURPOSE

The purpose of this Easement is to forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation (the "Conservation Purpose"). The Parties agree that the Conservation Values are not likely to be materially adversely affected by the continued use of the Property as authorized in Section V to this Easement. Grantor and Grantee intend that this Easement will confine uses of the Property to only those activities that are consistent with the Conservation Purpose.

CONSERVATION VALUES

Bonanza Flat Conservation Area encompasses tremendous open space values and supports the interests of a broad range of individuals and entities. Watershed values are a substantial value that crosses multiple user groups.



WATERSHED Conservation Value

Protection of watershed values, drinking water and water quality pursuant to clearly delineated Governmental policies in accordance with 170(h)(4)(A)(iii)

Bonanza Flat Conservation Area is part of the headwaters of the Provo River – Lake Creek watershed, and is part of a system that eventually delivers drinking water to 50% of the greater Salt Lake Valley area residents. The Property has abundant water resources, including wetlands, streams and lakes: Bloods Lake, Lake Lackawaxen, a portion of Silver Lake and a portion of Silver Lake Islet. The protection of these features is one lens through which all management decisions will be considered. The critical nature of water resources in Utah further emphasize the importance of ensuring protection of this resource in perpetuity. Separating high-use areas from water features throughout the BFAMS Plan is a best management practice. The property also contains numerous perennial and intermittent streams and nationally inventoried wetlands. The accumulation of snow on Bonanza Flat Conservation Area during the winter is an important value. The snow storage of this land is invaluable in a climate-sensitive reality as it feeds streams that provide for valley grasslands, and flows to drinking water for communities from Midway to Sandy. Snow accumulation has been measured at 9 feet in March of 2018 in the meadow below Lake Brimhall. In 2019, a record snow year nearly doubled this amount. The 2018 measurement was taken during a year of drought as identified by numerous sources, including the National Weather Service.

Water flows from every lake or wetland on Bonanza Flat Conservation Area in channels or across the surface of the ground in features that require sensitivity in future planning of trails and use determinations. In the spring, these features are abundantly full of water that rapidly decreases in flow and dissipates by late summer. Most of the water accumulates in a channel along the south side of the Property and flows to Midway and Wasatch County. Water quality testing and data tracks the overall health of the watershed. Utah Open Lands continuously conducts water quality tests on Bloods Lake, Lake Lackawaxen, Silver Lake and Silver Lake Islet. Measurements taken include water condition, water surface condition, water clarity, water color, water odor, presence of dead fish, dissolved oxygen, turbidity, algal bloom and the presence of arsenic and E. coli bacteria.

PUBLIC RECREATION and EDUCATION Conservation Value

Preservation of land areas for outdoor recreation by the general public 170(h)(4)(A)(i)

Bonanza Flat Conservation Area is located in the heart of the Wasatch, an intersection between three counties. The Property has been privately owned for decades. With the acquisition by Park City, the public can now access the Property without trespass, and the management of the land will ensure a better recreational experience by creating sustainable trails and greater functionality for recreation users. The recreation value of this property to the public cannot be overstated. Public recreation was a value highlighted in the bond language that enabled the preservation of this land.

VEGETATION Conservation Value

Protection and preservation of relatively natural habit in accordance with 170(h)(4)(A)(ii)

Bonanza Flat Conservation Area is defined by five main, clearly distinguishable natural communities which include Aspen, Conifer, Mountain Brush, Wet Meadow, and Shrubs, Forbs, and Grasses. Each natural community contains its own unique species diversity.

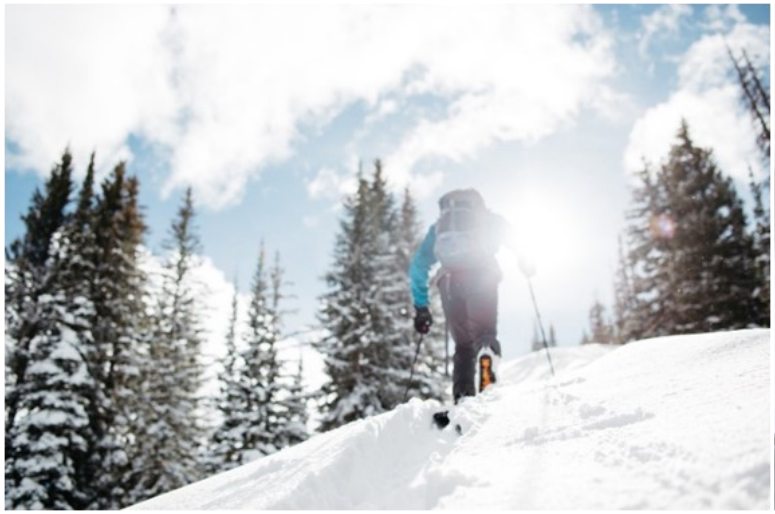
UNCOMMON RARE PLANTS Conservation Value

Protection and preservation of relatively natural habit in accordance with 170(h)(4)(A)(ii)

Three uncommon/rare species were noted in our vegetative surveys: clustered lady's slipper *(Cypripedium fasiculatum),* Garrett's fleabane *(Erigeron garrettii)* and Wasatch rockcress *(Boechera lasiocarpa).* The presence of these plants underscores the unique capacity that Bonanza Flat Conservation Area has to support a biologically diverse community of plants and animals alike. Rare plant species will be taken into account in trail planning considerations to prevent disturbance.



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WILDLIFE Conservation Value

Protection and Preservation of relatively natural habitat in accordance with 170(h)(4)(A)(ii)

Bonanza Flat Conservation Area hosts a range of wildlife. As a refuge of undeveloped space in an area of high development, Bonanza Flat Conservation Area provides critical habitat for wildlife reported on the *Utah Sensitive Species List* and key wildlife game species of Utah. The Utah Natural Heritage Program notes that several species on the Utah Sensitive Species List occur within a two-mile radius of the Property. UOL has documented species susceptible to climate change as well as some considered to be of threatened status on the Property. Trail limitations and regulations within the Headwaters Area and Back Country Wildlife Consideration Area aid in prevention of disturbance of critical wildlife activity.

SCENIC Conservation Value

Protection of scenic, aesthetic and open space in accordance with 170(h)(4)(A)(iii)

Bonanza Flat Conservation Area is a stunning, diverse, and scenically vulnerable piece of property. Bonanza Flat Conservation Area is highly visible from publicly traveled roads. Guardsman Pass, Empire Pass, Wasatch Mountain State Park, US Forest Service, Brighton Ski Area, Deer Valley, and Park City Mountain Resort all have sweeping views of the entirety of Bonanza Flat Conservation Area. These views enhance the visual open space values of Park City, and contribute directly to the thriving Utah recreational community.

PART THREE

MANAGEMENT, ACTIONS, and OUTCOMES



Management that is thoughtful will bring a higher level of experience for all users from wildlife enthusiasts to mountain bikers, hikers and backcountry users. A community survey created and distributed to over 3,500 individuals during a period of six months, from July to December 2017, garnered over 1,450 responses, and the results of the survey were contemplated at a Jurisdictional and Technical Stakeholder Committee level as part of the process that facilitated some determinations of management strategies. The following sections describe areas of opportunity.

In determining the recreational carrying capacity of the Bonanza Flat Conservation Area, on site observation, data collection and trail counters were used. Documenting existing conditions and examining use patterns occurred both in terms of degrees of use and type of use. The objective of this management plan in creating a higher level of management includes providing necessary facilities as well as curtailing activities that have a greater impact on the land, thus providing the baseline for a fundamental recreational carrying capacity framework. An example of this analysis is a prohibition on camping and motorized vehicular use. The impacts from these two activities were substantial on the landscape because of inadequate facilities or guidelines of use. Additionally, the current conditions of the landscape provided additional input for appropriate levels of use. Restoration will result in positive increases of natural ecosystem functionality.

I. TRAILS

Bonanza Flat Conservation Area is inundated with social trails (man-made disturbances) that lack sustainable trail design, intention and functionality. This jumble of poorly created trail networks throughout the Property have no concrete rhyme or reason to their planning, creation, or management; trails crisscross, intersect, and start and stop in an inefficient unmanaged manner.

I. TRAILS - continued

EXISTING CONDITIONS ANALYSIS

During the summer of 2017 the trails of the Bonanza Flat property were inventoried with GPS programs, and analyzed on foot and bicycle. It was found that the majority of the trails on the property were built in an unsustainable manor. Below is summary of the analysis.

There are three main reasons the trails are unsustainably built:
1. Built on flat ground with a lack of outslope (see exhibit A)
2. Built on the fall line (see exhibit B)
3. Built on ridgelines (see exhibit C)
4. Built at too steep of grade. (see exhibit D)

All of these four points are known mistakes of unsustainable trail building. Due to these four reasons many trails are cupped (or trenched), with erosion leading to the greater exposure of rocks, making the trails only passible by foot, often times in an unsafe or uncomfortable manner.

The trails East of Bloods Lake were built mainly by the Talisker guides primarily using brush saws. These saws rip up the grasses and other plant life and leave behind a small dirt trail. Additionally, many of the trails were beaten in after heavy use during the summer months by horses, hikers and bikers. Due to the manner by which these trails were built, they are very narrow, have little vegetation removed, and could easily be naturally re-vegetated with a couple of seasons of trail closure.

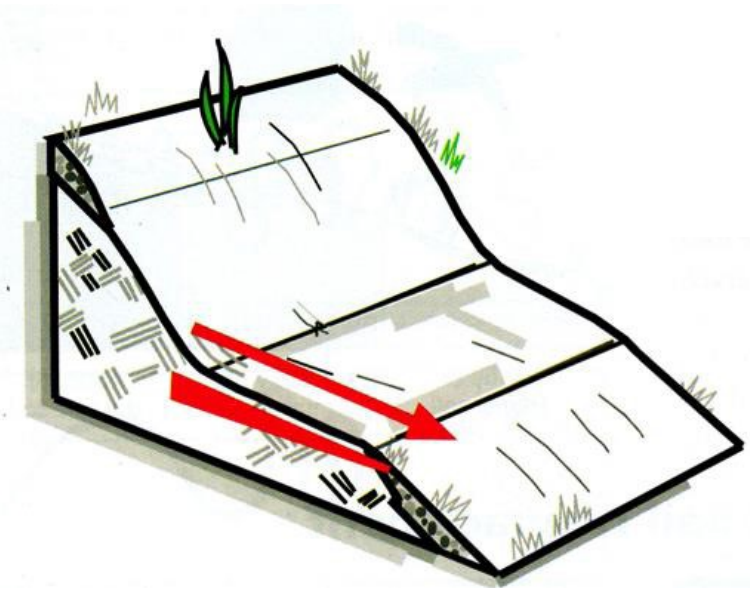
If these types of trails remained open and saw increased use they would likely become trenched further, divert natural water flow, increase erosion and remain muddy for long periods of time after precipitation.

The trails west of Bloods Lake, unofficially deemed the 'west loop' of the Bloods Lake Trail, Lackawaxen Lake Trail, and 10420 and Clayton's Peak Trail are all heavily trafficked by residents and visitors of numerous counties. They are not singular trails but rather, a woven network, crossing back and forth amongst each other. This is likely due to the ease of access of these trails from Guardsman Pass. Additionally, these trails were established as "desire paths" or "social trails", and new trails continue to emerge as shortcuts and paths to new areas and established sites. For the same four reasons mentioned above these trails would be considered unsustainable trails, and will be reclaimed.
After inspection of the trails on the Bonanza Flat property the following are recommended:

- Utilize the sections of trails where the grade, placement in relation to hillsides, and outslope can be easily corrected or are already sustainable.
- Where trails are unsustainable close them by disguising the entrance and exits by placing logs, branches, dirt and vertical incursions, etc.
- Consider that some established trails where a single desire paths exists (like the trail from Bloods lake to Lackawaxen Lake), may likely never be abandoned by users and that new trails in those areas may go unused.

I. TRAILS - continued

Exhibit A



Outslope helps water sheet across and off the trail

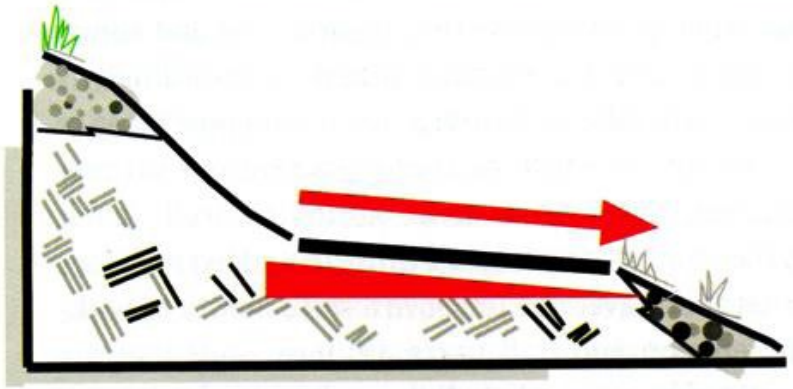
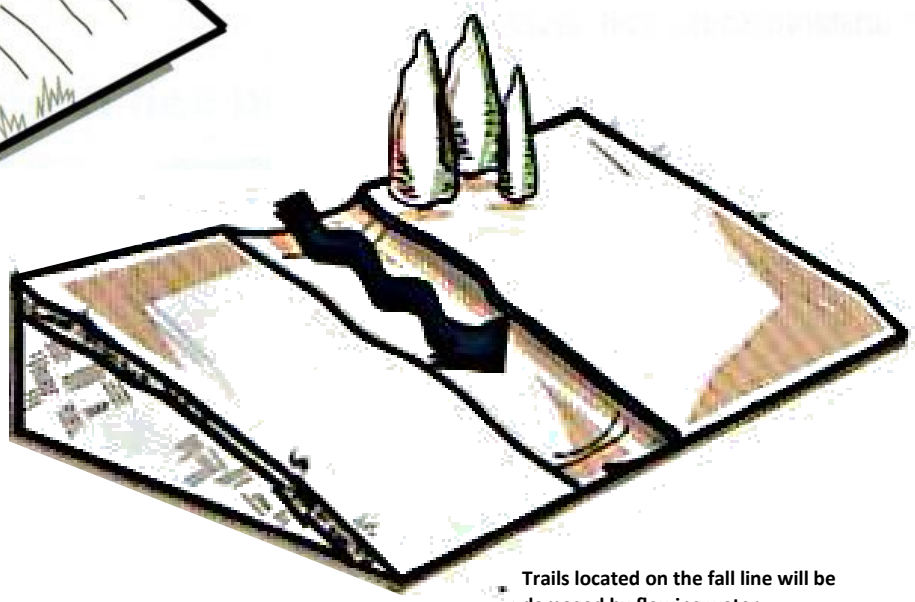


Exhibit B
Fall - Line

Water flowing down a hill will follow the path of least resistance, called the Fall Line



Trails located on the fall line will be damaged by flowing water.

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Exhibit C



Exhibit D

I. TRAILS - continued

- Take into account that some established trails may not be suitable for all user groups.
- Remember that limiting ease of access by changing trailhead location may help reduce future social paths from being created.
- Consider potential desire paths when creating new trails.
- Education on trail etiquette will be paramount for residents and visitors alike as new trails are established.

The following trailheads and scenic overlook areas have been constructed on the property to aid in sustainable recreational usage on the Bonanza Flat Conservation Area property. The new Bloods Lake Trail has been constructed with sustainable trail building practices. Each new trailhead area includes pit toilet facilities, waste receptacles, signage, and a parking area. The Guardsman Pass Drop-Off/Scenic Overlook includes a minute parking area, pit toilet facilities, waste receptacles and signage designed to minimize human disturbance. The old Bloods Lake social trail at this location has been closed to recreational use, and further restoration efforts are recommended. The aforementioned parking areas do not exceed a collective total of 175 vehicle spaces.

Bloods Lake Trailhead: New trailhead located east of Guardsman Pass, parking area and pit toilet facilities are located north of Guardsman Pass Road in the vicinity of the old quarry pit man-made disturbance.

Bonanza Flat Trailhead: New trailhead, associated parking area and pit toilet facilities are located south of Route 224.– replacing Quincy Shaft man-made disturbance.

Empire Pass Trailhead: New trailhead, parking area and pit toilets facilities are located north of Route 224 near the easternmost edge of the Protected Property - replacing Empire Pass man-made disturbance.

Guardsman Pass Drop-Off/Scenic Overlook: Located south of Guardsman Pass near the west boundary of the property. Small parking area, pit toilet facilities, waste receptacles and signage located in this area - replacing Guardsman Pass man-made disturbance.

Optional Silver Islet Trailhead: Located north of Pine Canyon Road, south-east of Route 224. Trail construction has not occurred at this site to date. Proposed facilities include parking area, trailhead kiosk with signage, bathroom facilities and garbage cans.

MANAGEMENT STRATEGY

The lack of a functional trail system and the haphazard nature of existing trails not only threatened the other Conservation Values but the recreational experience itself. Trails affect wildlife patterns, nesting birds, calving areas, migration corridors, wetlands, sensitive slopes and vegetation, and current social trails will undermine sustainable human use in the area over time. Working within the bounds of the management areas created, both single and multi-use trails take into account the multiple Conservation Values. Identified issues include closing currently operating social trails, creating informative signage, seasonal wildlife closures, restrictions of types of use, and developing trailhead infrastructure to manage waste and guide appropriate use, and to utilize existing man-made disturbance features to create a sustainable trail system in balance with the other Conservation Values.

The Conservation Easement identifies five management areas that were developed with an understanding of the various Conservation Values, the concentration of those Conservation Values and an analysis of how certain uses or better management of uses would impact the carrying capacity of the land as a whole. These management areas provide for a refined focus on management.

I. TRAILS - continued

The **Headwaters Area** primary considerations include areas within Bonanza Flat where wetland functioning, streams, lakes and other vital water features occur. Protection of water quality relies on sensitivity to these features and ongoing monitoring including water testing, vegetative cover (biomass), vegetative diversity, invasive species and disturbances. Healthy ecological functioning in the Headwaters Area helps to ensure watershed protection. Social trails and manmade disturbances that cause significant erosion will be reseeded and reclaimed. New sustainable trails that avoid sensitive areas while simultaneously allowing for users to appreciate the beauty and wonder of them are the goal. Rare and unique plant species occur in this area. Water quality and wetland feature enhancement may occur on the Property to protect the watershed value or to benefit the wildlife or carbon sequestration. Enhancement of wetlands creates opportunities for carbon sequestration as does vegetative plantings.

Dogs are limited to designated trails and precluded from trails into Big Cottonwood Canyon and within 100 yards of Bloods Lake (which is being used as the source of drinking water for the Girl Scouts of Utah, Camp Cloud Rim). The provision allowing for dogs in the Headwaters Area is dependent upon good stewardship including appropriate removal of waste. Numerous studies demonstrate increased degradation in watershed areas due to the presence of dogs. According to David Stevens, Division Head of Environmental Engineering, and Utah Water Research Lab at Utah State University, "Dogs are shown to provide up to 30% of watershed contamination."

There are a number of potential threats to water quality, and the Headwaters Area management strategy employs safeguards to avoid potential degradation. Of the six greatest threats to water quality identified by the EPA, the following three are potential threats on Bonanza Flat. 1) Pharmaceuticals: birth control and antidepressants (human excretion and irresponsible disposal cause mutations in wildlife). 2) Development or manmade disturbances: result in erosion, increased sediment in water, wildlife disturbance and invasive species establishment and spread. 3) Climate change: changing patterns of climate effect to which the environment cannot adapt, causing higher volume of spring runoff thus increasing harmful water bacteria. Due to the filtering characteristic of wetlands, which have the ability to mitigate some of the aforementioned threats, the Headwaters Area includes portions of Bonanza Flat that demonstrate high wetland value.

As climate change shifts weather patterns which affect the upper reaches of the Wasatch Range of Bonanza Flat, the area will experience greater precipitation, and as a result higher levels of contaminants can occur. This demonstrates a need for greater care and protection of watershed areas.

Trail related structures—The Conservation Easement provides for trail related structures. Interpretive trails, wildlife blinds, bat and bird boxes, benches, and boardwalks are considered examples of appropriate trail related structures in watershed areas. Significant restoration activities around Bloods Lake and the Guardsman Pass area are recommended in this plan to lessen impacts from erosion and the potential for pathogen contamination. Water quality testing will remain an essential protocol to measure impacts and successes. A reroute of the Bloods Lake Trail is a fundamental restoration activity which balances recreational use.

I. TRAILS - continued

The **Back Country Area** primary considerations include providing a wilderness like, or backcountry experience for users. Multiple use trails and single track trails provide for a diversity of recreational users. Emphasis is placed on loops as well as destination trails. Directional trails and separation of recreational user types in certain areas provides for an enhanced recreational experience. Dogs are permitted on designated trails in the backcountry consistent with existing policies and laws. Trails are designed to provide different levels of user ability and foster a diversity of access points to disperse use. A Back Country Wildlife Consideration Area is located on the southeast region of the Back Country Management Area. Regulations in this area take into account sensitive wildlife activity and implement preventative measures which minimize habitat disturbance.

Existing disturbance areas will be used for the overall trail system to the greatest possible extent, with a focus on sensible regional connections. Sustainable trail development will greatly reduce rogue trails, however rogue trails and other disturbances will be restored primarily through passive methods which include but are not limited to: signage and natural barriers.

The Conservation Easement provides for interpretive trails, benches, boardwalks, mountain biking, hiking and backcountry use including appropriate trail related facilities. Road base/gravel will not be used on backcountry trails. Attention is paid to areas where backcountry trails exist and areas where invasive species control will be critical. The weed map and analysis, as well as protocols identified in the action plan, serve to prevent the spreading of invasive species in the area.

The **Front Country Area** designation and considerations center around the proximity of development. This area contains the greatest amount of manmade disturbances, but it also provides for central access points to the entire property. The Front Country contains critical viewscapes and restoration of manmade disturbances and the creation of trails should minimize scenic impacts.

The Front Country Area provides opportunities for ADA compliant trails. Interpretive trail loops should promote a focus on diverse abilities through sensory, tactile and experiential trail design. Width and trail surface materials should accommodate varied abilities of intended user groups. Surface materials could conflict with scenic values necessitating additional visual vulnerability analysis in trail design concepts.

Regional trail connections converge in this area and multiple use principles will be employed for most trails. A total of three trailheads provide trail access in this area as well as providing access to adjacent properties. Signage will be critical for education to ensure that parameters specific to each management area are respected.

The **Camp Cloud Rim Protection Area** designation and considerations center around protection of the existing Camp Cloud Rim which is owned and operated by the Girl Scouts of Utah, restricting the general public from gaining access to Camp Cloud Rim facilities and providing a buffer area for safety for Girl Scouts programming activities. It is contemplated in the Conservation Easement that if the Girl Scouts cease to own and operate the Girl Scouts lands that the lands would be encumbered by the Conservation Easement at that time. The restrictive covenants attached as an exhibit to the Conservation Easement outline the permitted uses including additional structures allowed on that adjacent Girl Scout land.

I. TRAILS - continued

IMPLEMENTATION

Park City, as landowner, may use bridging, boardwalks, culverts, separated street crossings, rolling dips, water bars, gates or other trail-related structures or improvements in accordance with this management plan. All trails that are rerouted, relocated, constructed and maintained, must be in accordance with this BFAMS Plan. Sustainable principles should guide trail construction and maintenance. Employing International Mountain Biking Association best practices regarding trail development, retaining natural water flow, and paying attention to storm water and erosion prevention, is considered important in trail building associated with Bonanza Flat.

- Trails should be developed in a manner that avoid degrading the natural environment or the experience of being in a wild setting.
- Natural ecosystems should be protected, restored and well managed as a part of trail construction and maintenance.
- The physical condition of the trails will meet the following goals:
    - Sustainability – Trail design should consider longtime horizons and lessen maintenance needs. Sustainable design, employs modern design as best practices.
    - Safety – Designing single use versus multi-use trails as well as directional trail elements will aid safety and augment recreation experiences. Informational signage, as well as standard trail etiquette information, should be located at trailheads and on the land where appropriate. Backcountry safety and awareness should include "Beacon: Are you beeping?" signage.
    - Connectivity – Regional trail connections and destination trails that incorporate key areas of interest in the overall system will guard against social trail and ad hoc trail creation.
- Trail design should provide users with a positive experience that encourages the user to want to protect and become a steward of that trail and area.
- Any construction of bridges, stairs, culverts or other features involved in trail building should be done following the same guidelines that define sustainable trail construction.
- Utilize the Utah Open Lands Trail, Interpretive Site, Trailhead and Related Improvements Checklist.
- It is anticipated that changes to the proposed trailheads and trails will continue to comply with applicable laws specifically current Wasatch County Code Section 16.38 appendix 3 provides county parameters for trail development.
- Limited trail use in the Headwaters Area and closure of trails during specific dates in the Back Country Wildlife Consideration Area, will take into account calving, nesting, roosting and mating seasons while promoting wildlife movement in high value aspen habitat forest areas.
- Trail work will begin following July 1, with high precaution taken for nesting sites.
- Specific trail regulations and closure in Headwaters Area and Back Country Wildlife Consideration Area will be monitored to further evaluate sensitive wildlife activity.

I. TRAILS - continued

DESIRED OUTCOME

Aspen health, sensitive wetlands, rare plant species, invasive plant species, water resources, and general Conservation Values are considered when developing trails. As a generally acceptable procedure, review of trails should include both mapping and flagging. On site review by resource experts, Grantor and Grantee, will provide potential minor adjustments, or determine if environmental or user sensitivities need to be adjusted for. Evaluation and combination of management strategies that incorporate a fire break or emergency vehicle access, as part of a repurposed two-track disturbance or a Nordic trail are considered advantageous. Aiding aspen forest recruitment and regeneration and maintaining a mid-sectional forest state creates natural wildfire mitigation and maintains wildlife habitat. The recent creation of the trail to Bloods Lake provides for an opportunity to employ these principles. While creating the trail, the crew found a nesting bird, and rerouted the trail in order to avoid disturbance to the nest. Even though the trail work was scheduled to avoid fledgling season, Mountain Trails Foundation was sensitive to the other Conservation Values and adjusted accordingly.

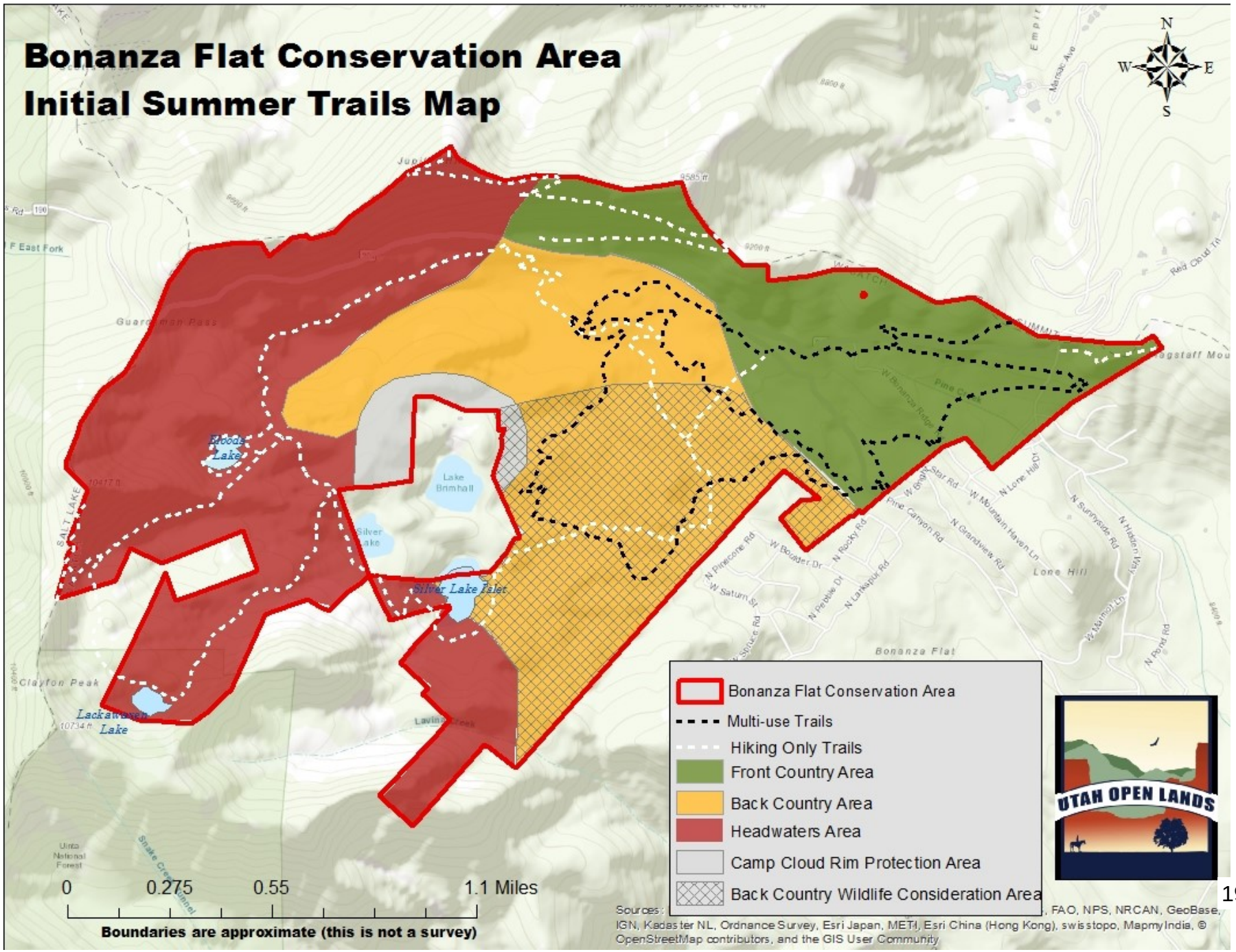
TRAILS and RECREATIONAL ACCESS ACTION PLAN

Goal: Trails and Recreational Access			
Action	**Considerations**	**Roles**	**Timing**
Trailhead development in line with 2018-2020 GOOR Grant.	Appropriate facilities and access where stated and necessary.	UOL will monitor sites to ensure appropriate facilities.	Completed by 2020
Public will be educated about appropriate use of the trails and recreation sites.	In order to aid sustainable recreational experience, users must be educated on appropriate usage.	Signs and postings will educate users about appropriate use, jointly developed by UOL and PCMC. UOL's Conservation Ambassador Program and trail ambassadors from MTF aid in education through online, onsite presence.	Ongoing

TRAILS and RECREATIONAL ACCESS ACTION PLAN - continued

Goal: Trails and Recreational Access			
Action	**Considerations**	**Roles**	**Timing**
Monitor restoration areas that are subject to overuse	Areas of consistent overuse are in danger of damage and must be monitored.	UOL stewards will monitor the site. Appropriate action will be taken if certain sites are prone to overuse.	Ongoing
Placement of trailhead surveys to calculate and gather empirical data	User types / degree of use / adequacy of facilities / recreational design	UOL will work closely with the landowner Park City to survey users and their recreational experiences on the Property. Online and onsite methods, as well as the placement of trail counters, will provide ongoing data points for analysis	Ongoing
Create interpretational / educational signs	Employing signage / apps.	Work with Park City to create and post interpretive signage along selected trails. Kiosks for education of stewardship principles (Leave-No - Trace, dog waste, etc)	Ongoing
Encourage unique user opportunities. Utilize Front Country for varied experiences	ADA accessible trails. Sensory guided tours, tactile, age oriented, etc.	Work with Park City to design and implement sustainable accessible trails as appropriate.	Ongoing




Bonanza Flat Conservation Area
Initial Summer Trails Map
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Bonanza Flat Conservation Area
Multi-use Trails
Hiking Only Trails
Front Country Area
Back Country Area
Headwaters Area
Camp Cloud Rim Protection Area
Back Country Wildlife Consideration Area
0
0.275
0.55
1.1 Miles
Boundaries are approximate (this is not a survey)
UTAH OPEN LANDS
Sources:
IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

I.A. MOUNTAIN BIKING

MANAGEMENT STRATEGY

Mountain biking use on the Property is observed mainly on connection trails. However, opportunity exists for the creation of mountain biking trails that exist solely within the Property.

IMPLEMENTATION

- Creation of directionally designated, multi-use or single use trails will separate mountain biking from other recreational use trails in appropriate areas to minimize conflict between user groups.
- Installation of signage at access points will inform users of protocols, risks and warnings when riding trails.
- Installation of trailhead signage will delineates trails, directions, and boundaries.
- Closure of Seasonal, Back Country Wildlife Consideration Area trail considered October 1 through July 1.

DESIRED OUTCOME

- Sustainable design and creation of trails. Accessible parking with mountain biking trailheads in mind.
- Minimal conflicts with other user groups.
- Shuttle facilitation for high use areas with no parking.

I.B. HIKING

MANAGEMENT STRATEGY

Hiking is the most popular form of recreation on the Property. While hiking is generally a passive activity as an individual pursuit, high-use has resulted in trail erosion, rogue trails and areas of disturbance. Social trail widening should be discouraged. Designation of official trailheads and trail designations which define user type, will continue to improve sustainable recreational use on the Property.

IMPLEMENTATION

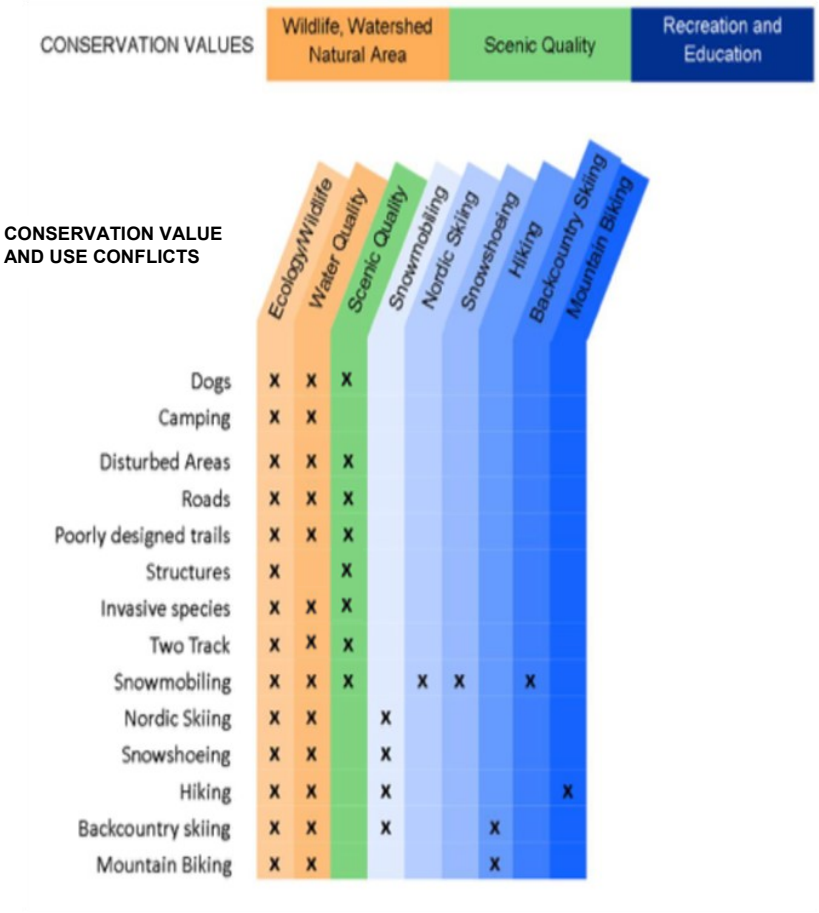
- Trail planning with a cross-jurisdictional mindset that disincentivizes creation of social trails.
- Monitor popular destinations and old social trails in order to mitigate new damage, allow trail restoration, and implement adaptive management strategies specific to the area.
- Pit toilet facilities, waste receptacles, parking and signage provided at trailheads.
- Provide educational signage indicating official trail locations, trail maps, and impact of human disturbances on habitat and wildlife.

I.B. HIKING - continued

DESIRED OUTCOME

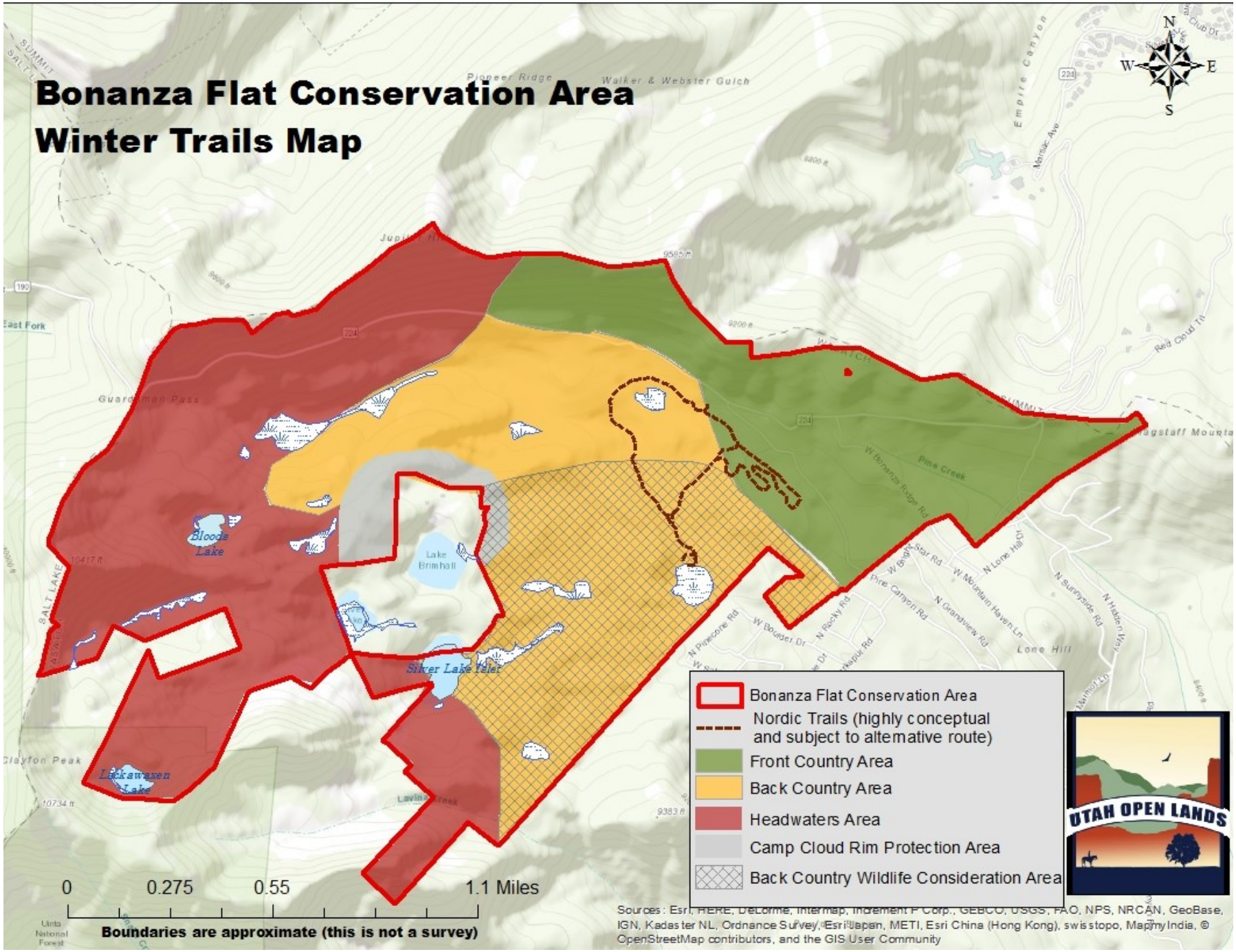
- Monitor trail use and maintain trails to limit erosion and human disturbances on wildlife and habitat.
- Monitor trails for invasive species, mitigate as necessary.
- Minimization of disturbance to watershed, wildlife and natural habitat.
- An enjoyable, accessible trail system that provides for the diverse user base.
- Land health improved with elimination and /or restoration of social trails, and introduction sustainably designed hiking trails.





Conservation Value and Use Conflicts

Balancing multiple Conservation Values requires constant monitoring of baseline conditions, restoration success and behavioral changes. Conflicts are unavoidable. Management decisions should trend toward decreasing cumulative impacts, reducing user group and user/wildlife interface and implementing restrictions when education fails.


Bonanza Flat Conservation Area
Winter Trails Map
Bonanza Flat Conservation Area
Nordic Trails (highly conceptual and subject to alternative route)
Front Country Area
Back Country Area
Headwaters Area
Camp Cloud Rim Protection Area
Back Country Wildlife Consideration Area
0
0.275
0.55
1.1 Miles
Boundaries are approximate (this is not a survey)
Bloods Lake
Lake Brimhall
Silver Lake Flat
Lackawaxen Lake
Pioneer Ridge
Walker & Webster Gulch
Pine Creek
Lone Hill
Clayton Peak
Guardsman Pass
East Fork
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community
UTAH OPEN LANDS

I.C. BACKCOUNTRY SKIING and SNOWSHOEING

MANAGEMENT STRATEGY

Bonanza Flat Conservation Area is an access point for backcountry skiing. Surrounding resorts have designated back country gates which inform users of risks associated with avalanche danger outside of formal ski area boundaries. The main concern with these recreational uses is the lack of available waste facilities, the potential impact on the watershed and of human disturbance of avian nesting and fledging, and bat roosts.

IMPLEMENTATION

- Install signage that informs users of risks and warnings when in the backcountry.
- Ensure access to wintertime waste facilities.
- Nordic skiing is limited to designated trails.
- Education and outreach of proper backcountry practice, pack it in pack it out strategies.
- Installation of educational signage informing trail users of actions which are disturbances of wildlife activity.
- Trail closure and limited allowances as deemed necessary by wildlife activity.

DESIRED OUTCOME

- Inform public of inherent risks associated with backcountry use.
- Accessible backcountry area that is consistent with the Conservation Values of the Property.
- Limit disturbances on habitat and wildlife.



I.D. NORDIC SKIING

MANAGEMENT STRATEGY

A passive, human powered use, Nordic skiing presents minimal conflict with Conservation Values on Bonanza Flat Conservation Area. Nordic skiing offers an alternative to backcountry skiing or snowshoeing as a way of exploring and enjoying the Property. Main concerns associated with this use are a lack of waste facilities, the impact on watershed values and motorized use associated with grooming the Nordic track.



I.D. NORDIC SKIING - continued

IMPLEMENTATION

- Designated areas for Nordic skiing; with a groomed track primarily located on two-track existing disturbances.
- Access to restroom and waste facilities.
- Ski trails designed in a way that minimize conflict with other user groups.
- Signage posted at trailheads delineating Nordic ski areas.
- Any Nordic ski trails on the Property should avoid jurisdictional wetlands.
- Educational signage concerning impact of recreational disturbances on wildlife.
- Minimal grooming in Back Country Wildlife Consideration Area.

DESIRED OUTCOME

- Minimize impact to watershed, wildlife and natural habitat.
- An enjoyable, accessible Nordic trail system that provides for a wide user base.
- Avoid recreational user group conflict.

I.E. BACKCOUNTRY RISKS

SEARCH AND RESCUE

The best search and rescue is one that never has to happen because individuals are prepared. Signage warning those venturing into the backcountry are the first line of education. Often search and rescue gets called when an individual encounters danger, or is not prepared for the change in conditions that can occur quickly in mountain terrain. A 2019 Park Record article which reported on the avalanche season near the Bonanza Flat Conservation Area cited Kam Kohler of Wasatch County Search and Rescue who responded to only one incident of search and rescue for a snowmobiler on Bonanza Flat.

"There's a lot of terrain up in that basin … that is steep enough to trigger an avalanche that could kill you," said Kam Kohler, the commander of the Search and Rescue unit in Wasatch County. He called Bonanza Flat a "high hazard zone" for avalanches, describing there are "dozens and dozens of spots up there that could trigger an avalanche." Kohler urged people not to head into Bonanza Flat alone. It could take between 30 minutes and 40 minutes for a Search and Rescue unit to reach someone in Bonanza Flat, he estimated. ~February 24, 2019 Jay Hamburger, Park Record

I.E. BACKCOUNTRY RISKS - continued

Management for backcountry use on Bonanza necessitates providing access for search and rescue situations. Existing two track disturbances that provide critical, easy access far into the backcountry will be maintained minimally to aid in search and rescue operations should the need arise. The Conservation Easement prohibits motorized vehicular use providing an exception for emergency vehicles and authorized personel.

IMPLEMENTATION

- Promote knowledgeable use of property with educational signage denoting backcountry dangers.
- Create safety corridor for snowmobile travel away from avalanche-prone and wetland areas.
- No active avalanche management i.e. bombing on the Property.
- Trail design which may also be used for sustainable and safe equestrian use.
- Education for backcountry skiers regarding critical roosting and nesting periods.



DESIRED OUTCOME

- Mitigate backcountry hazard by promoting education of backcountry risks.
- Minimize disturbances to wildlife, vegetation, and watershed values.
- Provide safety corridor.

1.F. EQUESTRIAN USE

MANAGEMENT STRATEGY

Horseback riding occurs on a limited basis on the Property. Most equestrian use emanates from the Wasatch Mountain State Park area and adjacent private properties. Currently, this use appears low enough to not cause dramatic conflicts or impacts. However, trail design must take into account equestrian use in areas of allowance to promote safe and sustainable recreational use.

IMPLEMENTATION

- Signage indicating that all users yield to horse riders.
- Outreach to horse clubs and boarding facilities for input on best guidelines and management actions.
- Trail closure to equestrian use as deemed necessary during invasive species mitigation efforts.
- Adaptive management options for equestrian access to minimize weed spread could include requiring equestrians to utilize weed-free hay.

1.F. EQUESTRIAN USE - continued

DESIRED OUTCOME

- Minimize conflict between equestrian users and other user groups.
- Minimize spread of invasive species on property as a result of equestrian use.
- Educate equestrian users on best management practices for mineralization of invasive weed spreading.

II. ACCESS AND TRAILHEAD USE DETERMINATION





Vehicular access occurs at three main junctures; Guardsman Pass Road (Highway 190) from Big Cottonwood Canyon, Highway 224 from Park City and Pine Canyon Rd. from Midway, connecting with 224 and Guardsman Pass Road. In 2011, Wasatch County paved the dirt road known as Guardsman Pass from Pine Canyon Road over to Big Cottonwood Canyon Road. As substantiated by UDOT data, vehicular use on this road increased dramatically once the road was paved. The increased ease of access has also increased visitors to the area. Parking on the saddle along the Wasatch and Salt Lake County line is not ideal nor safe. Parking along the road next to the Guardsman Pass Overlook has historically caused unsafe conditions. In 2017, on Labor Day weekend, cars were parked within the roadway, impeding emergency vehicular access to the area. Through a combination of onsite observations, discussions with stakeholder groups, elected officials, other non-profit organizations, a public survey, and emergency officials, it has been determined that the parking occurring along Guardsman Pass is indefensible from a health, welfare and safety perspective and is not sustainable for long term recreational use.

In the summer of 2018, porta-potties where installed at Guardsman Pass and emptied every other day. Those recreating in the area left dog waste and trash along the social trail and in the vicinity of Bloods Lake. There were no trash receptacles available at Guardsman Pass, and instead of packing trash and dog waste out recreational users piled garbage approximately three feet high and two feet wide before it was removed. This practice continued throughout the summer with no less than four trash piles having to be removed by various groups.

In 2019 pit toilet facilities, parking areas, trailhead/view area signage and waste receptacles have been constructed at 4 locations along Guardsman Pass. These facilities are predicted to improve sustainable recreational use and promote 'Leave No Trace' principles on the Property.

II.A. TRAILHEADS

MANAGEMENT STRATEGY

Three new trailheads and one scenic overlook have been constructed on the property, and one optional trailhead area is proposed. These management actions promote sustainable recreational usage of Bonanza Flat Conservation Area. The maximum capacity of 175 day-use vehicle spaces are defined by the Conservation Easement to accommodate anticipated use without exceeding the threshold carrying capacity for the area. These trailheads are designed to utilize the existing disturbed areas and minimize further disturbance while transitioning access points to sustainable access areas. With the exception of the shuttle drop-off / scenic overlook, these trailheads are within the Front Country Management Area. During the 2017 and 2018 monitoring seasons trail counts, vehicle counts, on site surveys and agency data provided the baseline trail assessment. On any given day the area experienced between 200-250 individual visitors. On weekends and holidays the individual counts jumped to as many as 350 individuals. Trash piles and port-o-potty use on Guardsman Pass during the 2017 and 2018 monitoring seasons provided substantial evidence that the installation of pit-toilet facilities, waste receptacles and official trailhead areas will actually decrease impacts on the land. In determining the recreational carrying capacity of the property a critical part of the analysis was the recognition that human waste, dog waste, and litter has been deposited on the property for years. Impacts from this former practice will be dramatically reduced with the new trailhead/restroom facilities which are now located on the property.

IMPLEMENTATION

Identified issues include management, enforcement, and education.

- Recreational Grant Opportunities: As of 2018, UOL with the assistance of Park City submitted a Utah Governor's Office of Outdoor Recreation grant and received $150,000 providing a portion of the funding for 3 trailheads as part of the area's sustainable, well-thought-out parking areas and trailheads.
- Three new trailheads and one drop-off/scenic overlook have been constructed on previous man-made disturbance areas including:
    - Empire Pass Trailhead, Bonanza Flat Trailhead, Bloods Lake Trailhead and Guardsman Pass Drop-Off/Scenic Overlook. An Optional Trailhead is proposed along Pine Canyon Drive.
- Enforcement of parking restrictions, especially along roadways.
- Coordinated efforts will be the most functional way of dealing with a range of issues from curtailing on-street parking to camping, campfires and motorized vehicle use, etc.
- All trailhead locations have been determined in conjunction with established, anticipated and desired use, and access goals and standards.



II.A. TRAILHEADS - continued

- Building exteriors of the vault style restroom facilities are brick and HardiePlank lap siding, with no stucco.
- To ensure clear view is met as vehicles pull onto Guardsman Pass Road from the Empire Pass Trailhead, pit toilets are set back from the right of way per code.
- Post educational signage at trailheads delineating trail map, regulations, and sustainable practices.

DESIRED OUTCOME

- Long-term, manageable trailheads and parking.
- Waste management
- Education of sustainable practices

Bonanza Flat Trailhead

- Primary Front Country Area trailhead with connections to the WOW Trail in Wasatch Mountain State Park and the Mid-Mountain Trail are facilitated from this trailhead.
- Provides restroom facilities, waste receptacles and parking.

Bloods Lake Trailhead

- The Bloods Lake Trailhead provides for multi-purpose use, is the parking area to access the Bloods Lake Trail and beyond as well as mountain biking trail connections in the Back Country Area.
- Provides restroom facilities, waste receptacles and parking.

Empire Pass Trailhead

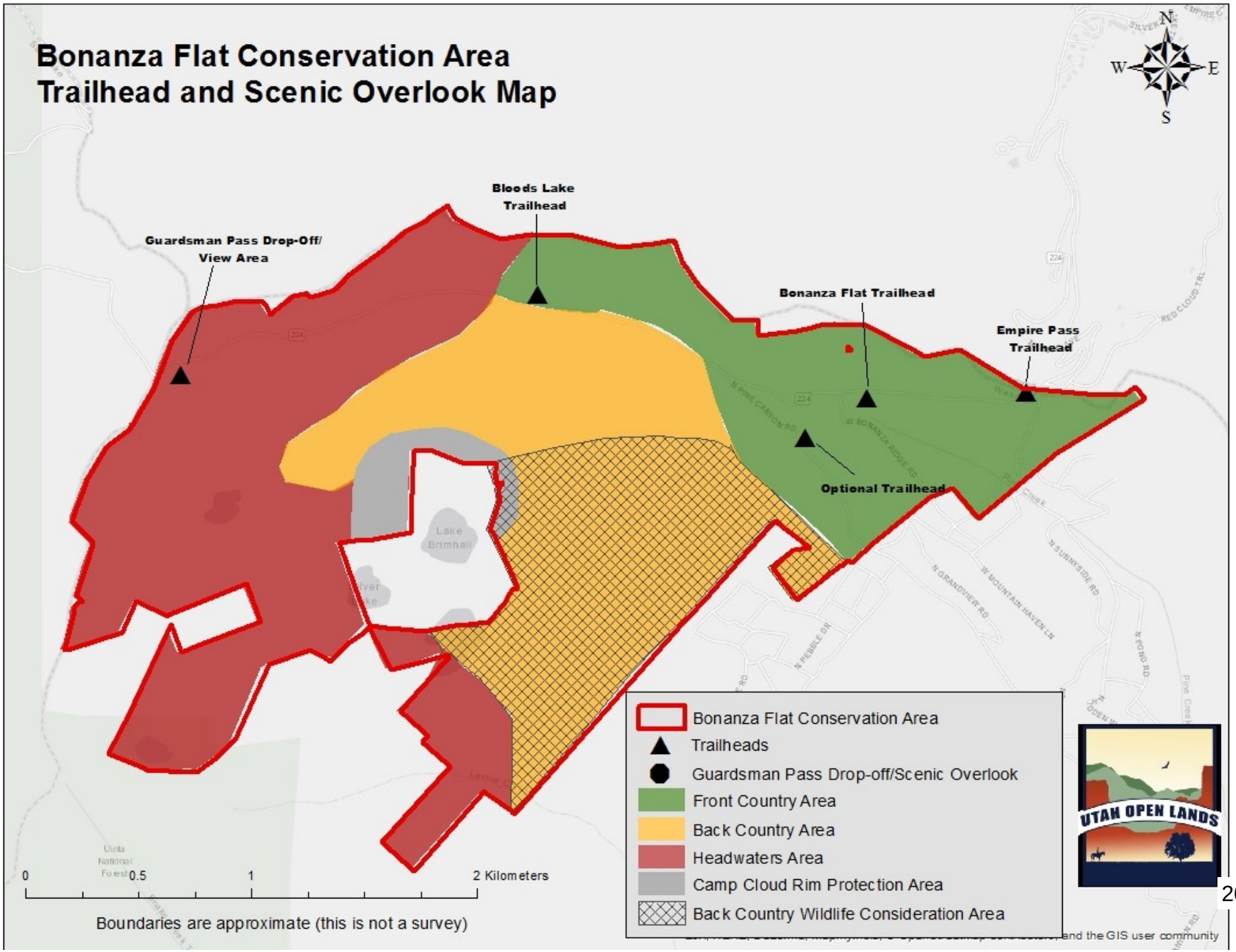
- Occurs only partially on Bonanza Flat and provides close parking access to the Front Country Area.
- Provides restroom facilities, waste receptacles and parking.

Guardsman Pass Scenic Overlook and Shuttle Drop-off

- Provides restrooms facilities, waste receptacles and parking.
- A popular mountain biking trail, the Wasatch Crest Trail, crosses numerous jurisdictions between Big Cottonwood Canyon and Mill Creek and often mountain bikers utilize shuttle companies to experience this trail.

Optional Trailhead

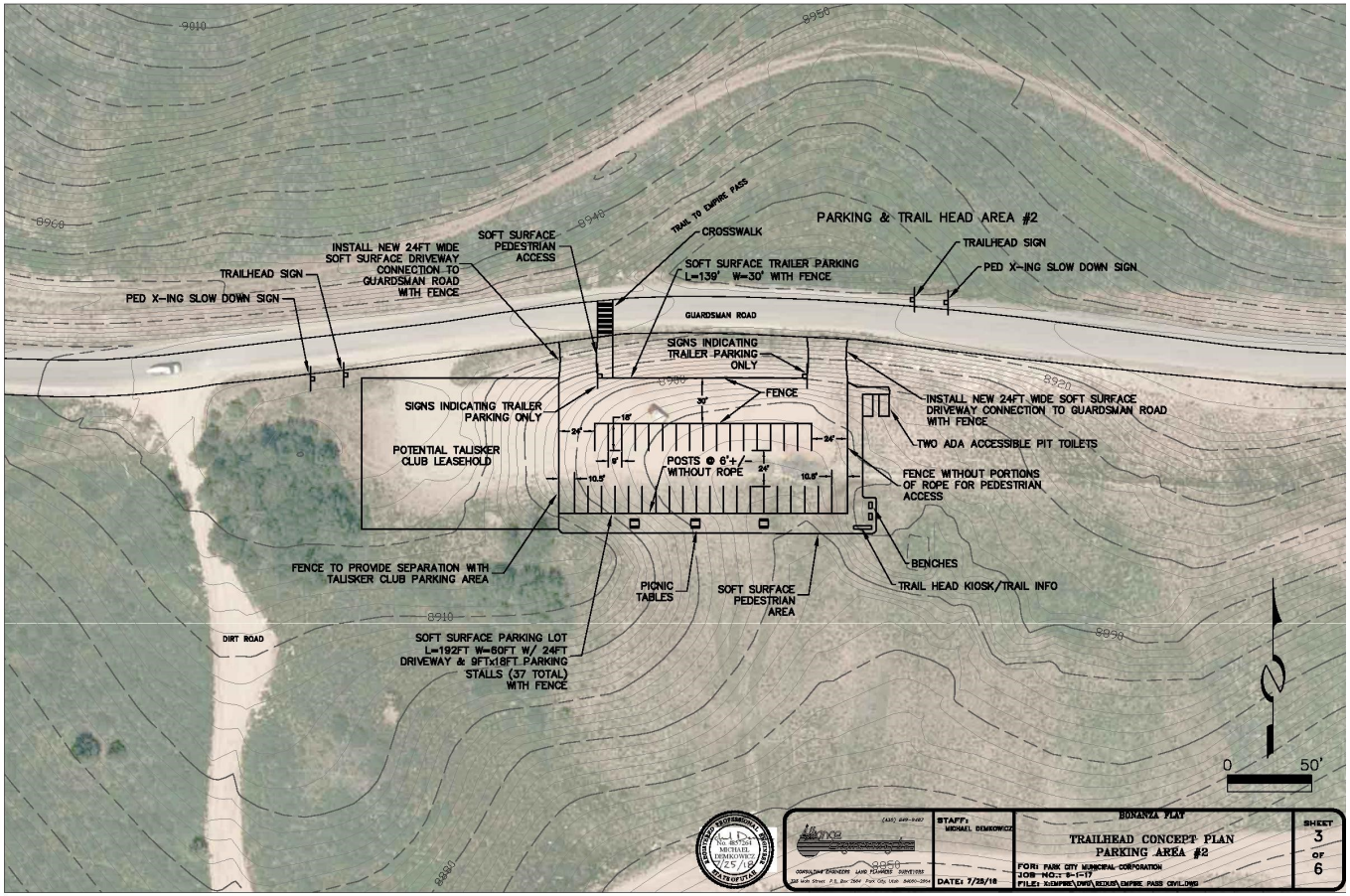
- Could alleviate parking on the road due to overflow of Wasatch Mountain State Park WOW Trailhead or provide additional Front Country trail access and trail connection.


Bonanza Flat Conservation Area
Trailhead and Scenic Overlook Map
N
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Bloods Lake Trailhead
Guardsman Pass Drop-Off/ View Area
Bonanza Flat Trailhead
Empire Pass Trailhead
Optional Trailhead
Lake Brimhall
Bonanza Flat Conservation Area
Trailheads
Guardsman Pass Drop-off/Scenic Overlook
Front Country Area
Back Country Area
Headwaters Area
Camp Cloud Rim Protection Area
Back Country Wildlife Consideration Area
0
0.5
1
2 Kilometers
Boundaries are approximate (this is not a survey)
UTAH OPEN LANDS

209

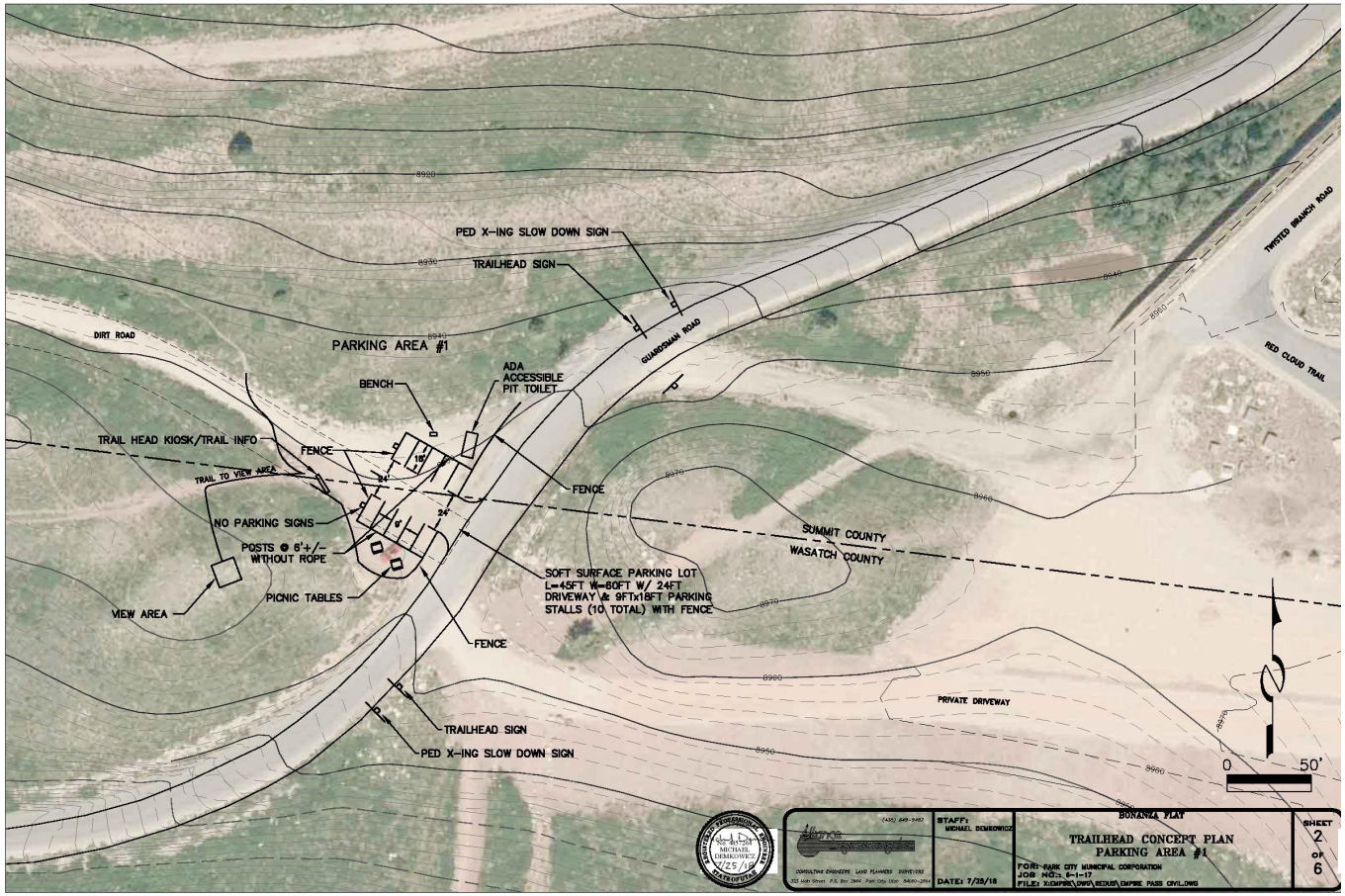
BONANZA FLAT TRAILHEAD

The Bonanza Flat Trailhead is located in the eastern portion of the Bonanza Flat Conservation Area south of Route 224. It is located on the former Quincy Shaft which is now closed and covered with a thick layer of fill and disturbed vegetation. This trailhead also has the ability to accommodate equestrian use by providing trailer parking. This is also a scenic over-look area providing views of the Heber Valley.



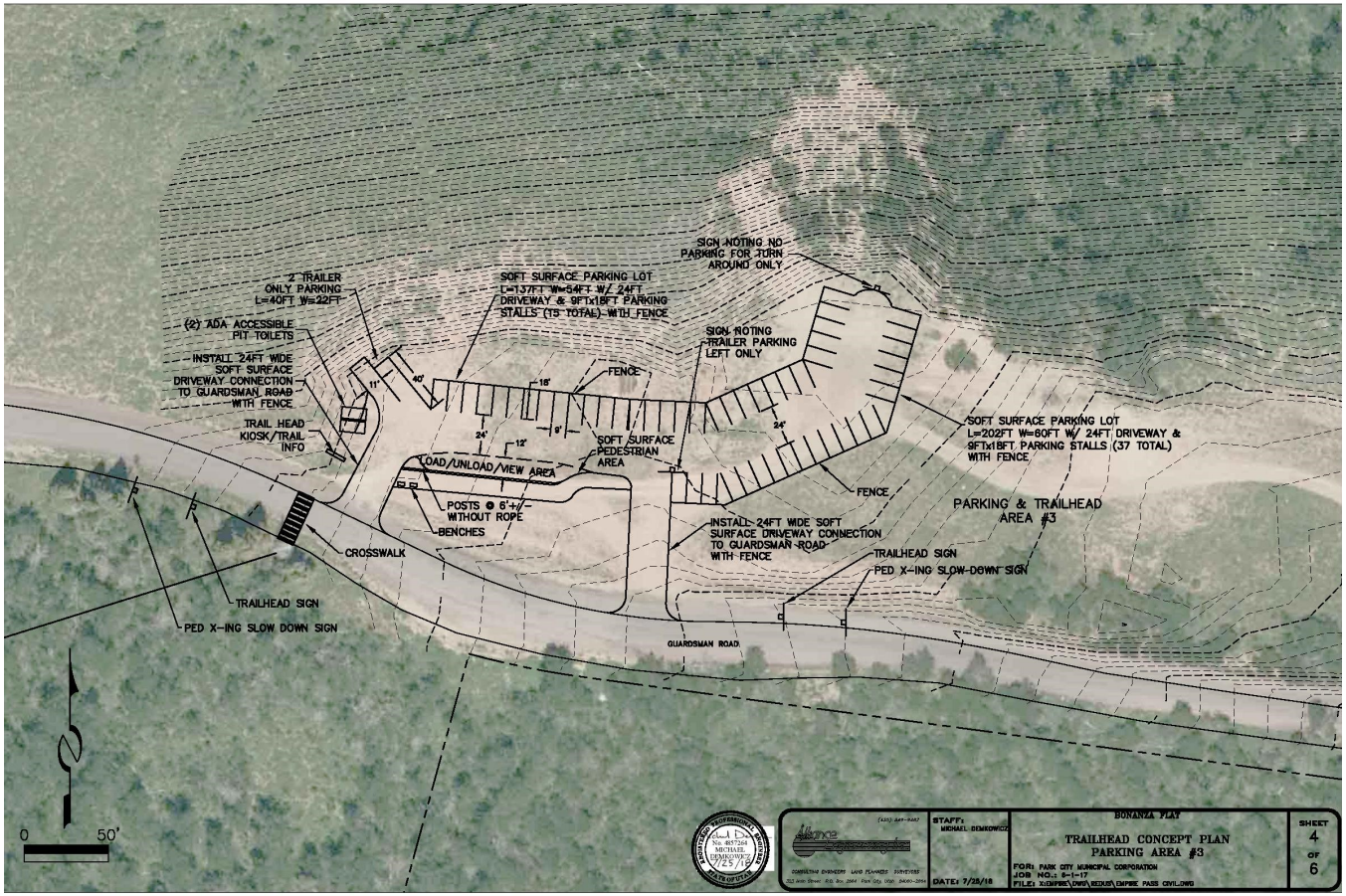
EMPIRE PASS TRAILHEAD

This trailhead provides regional trail access. Possible connections include the Wasatch Crest Trail, 9,000 Foot Trail and Shadow Lake. Since only half of this trailhead is on the Bonanza Flat Conservation Area there are only few parking spaces.



BLOODS LAKE TRAILHEAD

The Bloods Lake Trailhead is located in the northern-central portion of the property immediately north of Guardsman Pass Road. Historically this former quarry area has been peppered with campfire rings. This trailhead has spectacular views of the Property and the Heber Valley as well as the Bonanza Range and ridgeline. This trailhead has the greatest amount of parking in part because of its location as well as it having the largest previous area of disturbance. This trailhead provides the pivotal access for the redesigned Bloods Lake Trail as well as regional trail access.



OPTIONAL SILVER ISLET TRAILHEAD

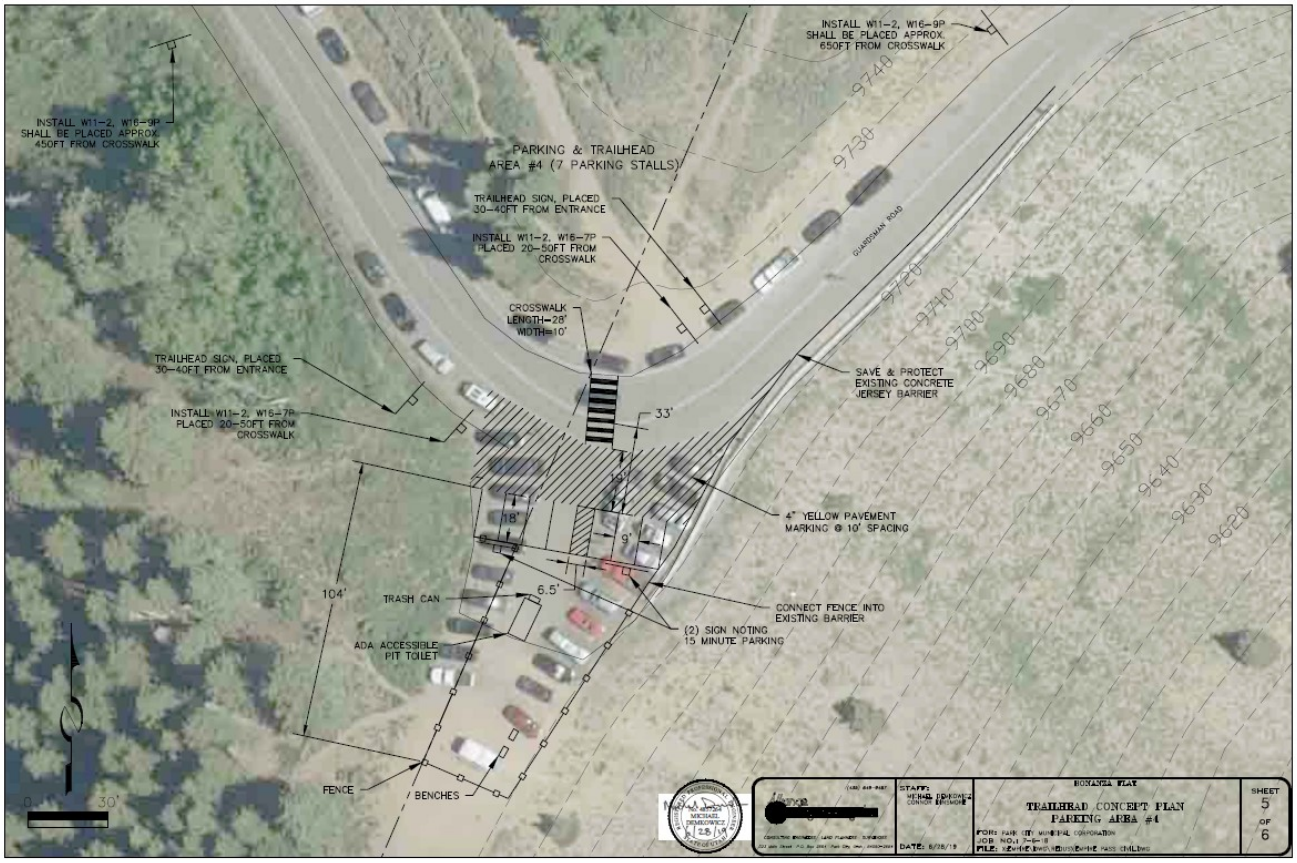
This potential trailhead is located north of Pine Canyon Road near the Kent Sovereen Permissive Access Easement Area to the south of Pine Canyon Road. A fundamental goal of this trailhead is to prepare for future recreational and parking needs, associated with the Silver Lake Islet inclusion, recognizing that adjacent Wasatch Mountain State Park lands are seeing an increased use that is already out stripping the existing Park infrastructure.



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GUARDSMAN SHUTTLE DROP OFF

The Guardsman Pass Drop-Off/Scenic Overlook is located at the top of Big Cottonwood Canyon along the Wasatch/Salt Lake County line. It has been traditionally used for parking and access to the Wasatch Crest Trail, Scott's trail, Bloods Lake and Clayton's Peak. Safety issues necessitate that this area no longer serve as a significant parking area. By installing trailhead facilities at the newly established Bloods Lake Trail access, the need for an extensive parking area at Guardsman Pass is unnecessary. The former Bloods Lake Trail is now closed and will be restored by Park City Municipal Corporation. Additionally the Clayton Peak Trail shall be accessed by the Bloods Lake Trail. The former trail bench will be removed or smoothed-out to make it less visible. Plant seeding will occur throughout the former trail area to facilitate revegetation and an anti-erosion blanket will be employed on both ends of the former trail for soil retention. Signage has been designed and posted to educate the general public that the trail is closed and is being revegetated as of July 2019.



Park City and Utah Open Lands anticipate that a transition period is necessary for the public to familiarize themselves with the newly developed trail system in the area. Pit toilet facilities, waste receptacles, signage and minute parking has been constructed in the area. Through outreach and education, the public will be redirected to the Bloods Lake Trailhead to begin their Bonanza Flat Conservation Area recreational adventure.

III. RESTORATION and ECOSYSTEM MAINTENANCE

MANAGEMENT STRATEGY

Ecosystem restoration is the process of aiding the recovery of a native ecosystem that has been degraded, damaged, or destroyed. Restoration of the Property involves determining management actions that support diverse habitat types. Clean water, clean air, carbon sequestration, scenic enjoyment, aesthetics, native habitat, wildlife health, and recreational experiences are all enhanced by a healthy, functioning ecosystem. Restoration must be accomplished in the framework of multi-use land management. For example, restoring an area to mitigate erosion requires restoration of soil and vegetation. Restoring filtration processes attendant to natural wetland functioning by removing fill or disturbances is necessary to provide an opportunity for critical carbon sequestration.

Park City may use techniques and methods recognized as effective in maintaining and restoring the native biological diversity of the Property, including but not limited to invasive weed mitigation, restoration of areas of erosion, restoration of forest, habitat, and other passive restoration efforts, provided that in all cases restoration is done in accordance with this management plan.

IMPLEMENTATION

As Bonanza Flat Conservation Area recovers from historically unmanaged impacts, restoration of degraded areas on the Property is key in supporting natural habitat, ecosystems, wildlife, recreational activity, and all other Conservation Values which provide public benefits.

- Step one of restoration practices will consider areas of greatest areas of disturbance. Degraded areas that are not going to be repurposed will be restored. Culvert Meadow is considered a priority restoration endeavor that will require wetland specialists and diligent monitoring protocols.
- Education and allowance of wetland vegetation restoration in areas of disturbance, specifically the areas of Bloods Lake and Culvert Meadow.
- Restoration will support and maintain the biodiversity of native plants and wildlife of the area – disturbed areas with invasive weed infestations are of high priority for mitigation efforts.
- Restoration actions will stipulate the desired outcome and focus management efforts around attaining this goal.
- Continual monitoring of restoration areas, assessment of progress, and adaptive management plans will be implemented.
- Objectives identify areas of restoration that will provide maximum benefit to the ecosystem as a whole, such as wetland areas.
- After restoration work is complete in an area, desired outcomes will be evaluated to measure success.
- Adaptive approaches will include lessons learned to be used in future restoration projects.
- Restoration goals will be modified in response to changes in ecosystem or restoration benchmarks.
- Restoration project goals should be in keeping with the microclimate and ecological barometers pertinent in the area.
- Monitoring protocols will provide benchmarks for measuring success or failures.

III. RESTORATION and ECOSYSTEM MAINTENANCE - continued

DESIRED OUTCOME

Existing conditions and evaluation of restoration opportunities has resulted in initial Utah Open Lands' recommendations.

- Bloods Lake – Bloods Lake has been a local destination for years, and the areas of disturbance surrounding the lake are indicative of this. Soils and large patches of earth have been denuded of vegetation and compacted as an apparent result of day-use, overnight camping, and unmanaged user recreation. These are unhealthy characteristics of an ecosystem. Public users need to be educated and managed to guard against impairment to the water quality, wet meadow vegetation and ecosystem processes. Dogs are prohibited within 100 yards of Bloods Lake while it remains the drinking water source for the Girl Scouts of Utah and limited to Property trails. Social trails and man-made disturbances surrounding the Lake are in need of thoughtful restoration; continued water quality monitoring is imperative as this is the water source for Camp Cloud Rim.
- Disturbance 1: Steep Cut Emanating from Empire Pass – This area, colloquially referred to as "Jeep Hill", is a disturbed area rife with denuded earth, erosion, unmanaged water runoff, and unsafe vehicular use. This cut, noted as Disturbance 1 on the Man-Made Disturbance Single and Double Tracks map (page 62), has been subject to use in a manner that continues to compromise water quality, create significant public safety hazards, and create a constant state of disturbed ground which can be a vector for the spread of invasive species like yellow toadflax, which is found in high concentrations at the nearby Brighton Estates area. Disturbance should be revegetated after evaluating any claims of use with respect to proven encumbrances as cited in the Conservation Easement. Restoration signage should be placed in order to keep users off the disturbed area while it recovers. Disturbance will remain part of the winter safety corridor.
- Social trails – Social trails that are not in consideration for inclusion into a new trail system should be closed, restored, raked, reseeded, and revegetated.
- Campsites – Campsites and campfire rings should be consistently and systematically restored, raked and revegetated, especially following the extensive 2017 and 2018 efforts to document these disturbances.
- Wet meadow disturbances – The two-track disturbances runs directly through a jurisdictional wetland area, referred to locally as Culvert Meadow noted as point 9 on the Man-Made Disturbance Single and Double Tracks map (page 62). This area has been subject to fill, culverts, flattening, and use that compacts wetland soils. As a nationally inventoried wetland, this disturbance should never have occurred, and goes directly against the Clean Water Act and Wasatch County Code. Section 16.28.04 of the code explicitly states that "no person shall engage in any activity that will disturb, remove, fill, dredge, clear, destroy, or alter any area, including vegetation, within stream channels, wetlands, and their setbacks…" Restoration of lost wetland function, due to man-made disturbances, is a critical value for the watershed preservation priorities of the Property.
- Soil spoils area – Upon the lease termination date the soil spoils area should be reclaimed. Increased monitoring of this invasive species prone area will be implemented.
- Education – Bioblitzes, guided hikes, pop-up information stations and increased conservation ambassador presence, and creative engagement opportunities on the land will be implemented. Additional signage denoting restoration, restoration goals and ecologically significant elements on the landscape provide outstanding methods for engagement.

III.A. WILDLIFE

MANAGEMENT STRATEGIES

The Protected Property provides habitat for various wildlife species which are on the Utah Sensitive Species List, reported in population decline and/or threatened habitat, and wildlife listed as big game species of Utah. Containing a vast expanse of riparian habitat, aspen and coniferous forest, primitive wilderness and unfragmented habitat adjacent to numerous other conserved properties, Bonanza Flat Conservation Area provides priceless value to the conservation of these species. Management strategies will be guided by the goal of maintaining fundamental environmental services, biodiversity, natural habitat, and recreational wildlife viewing Conservation Values. When determining land use adaptations or improvements, Utah Open Lands will review the Bonanza Flat Baseline Documentation, BFAMS Plan and Resource Inventory, and consult with the landowner to ensure that wildlife values are sustained on the Property.

IMPLEMENTATION

- Utilize the Resource Inventory to review scope, distribution, and abundance of species on the Property.
- Utilize Baseline Documentation, Current Conditions and further existing conditions of key habitats and ecological systems necessary to the health of the wildlife to determine ideal adaptive management actions.
- Install educational signage outlining threats of wildlife disturbance on the Property.
- Signage installation implementation during periods of trail closure, limited recreational allowances or disturbance restoration.
- Restore and protect the integrity and biodiversity of the Property through habitat restoration and protection.
- Create special plans for managing threatened and endangered species on the Property on a per species basis.
- Seasonally monitor wildlife population levels to determine effectiveness of management practices.
- Avoid known wildlife stressors, including, but not limited to:
    - Fragmentation - reduction in total area of habitat or isolation of one habitat fragment from other patches of the same habitat.
    - Development - structure construction or land alteration on or around important or sensitive wildlife areas.
    - Hydrological changes - irrigation, beaver removal, construction of dams/dikes.
    - Vegetation changes - establishment and spread of invasive species.
    - Altered fire regime - climate change, invasive species, fire exclusion, increasing or decreasing fire return interval.
    - Soil surface disturbance - recreation, management activities unsustainable trail work/construction.
    - Use of herbicide which are detrimental for wildlife species (specifically avian populations).
    - Introduction and/or spread of invasive or non-native species.
    - Wildlife disturbance or harassment by people and domestic animals. It is noted, however, that where an apex predator has been extirpated resulting in destruction of habitat, employment of wildlife population management techniques may be used such as hunting and purposeful wildlife disturbance.

III.A. WILDLIFE - continued

IMPLEMENTATION - continued

- The Conservation Easement details that disturbance or harassment of wildlife by the general public such as the taking, removal, translocation or captivation of wildlife, is prohibited. However, this shall not restrict Park City Municipal Corporation and Utah Open Lands from the determination of the healthy carrying capacity and implementation of population management techniques of the big game species on the Property. Working with the Utah Division of Wildlife Resources will aid in population monitoring and determination of necessary best management techniques. Aspen forest decline could be dramatically effected by increased elk populations resulting in heavy browse of aspen new recruitment and regeneration which will be monitored through yearly transects to inform management decisions.

DESIRED OUTCOME

- Restoration of critical habitat and ecological integrity of the Property.
- Avoid disturbance of sensitive/threatened wildlife populations.
- Promote habitat biodiversity, native species populations, minimize wildlife disturbances.
- Seasonal monitoring program which incorporates systematic and consistent monitoring protocols.



III.B. VEGETATION COMMUNITIES

MANAGEMENT STRATEGY

Management actions are determined by the current and desired conditions of each ecological community. The importance of these natural communities will be continually assessed to the Conservation Values. Some management actions are ongoing and some are temporary restoration catalyst actions, all of which will ultimately lead to the identified goals and objectives to help sustain this integral part of the Wasatch Mountains.

IMPLEMENTATION

The goal of vegetation management on the Property is to maintain and improve the existing natural biodiversity of forest succession. Through monitoring of various species, vegetation communities, rare and invasive substrate types, changes in slope, aspect and steepness, and available moisture content, management practices will be tailored to discrete vegetative communities and attend to ecological edges and ecotones. As a facet to aid specific vegetation community management, the plant communities on the Property have been described in the Natural Resource Inventory conducted by UOL.

VEGETATION MONITORING STRATEGY

Vegetation community monitoring should take place throughout the Property, with special attention to areas that are particularly vulnerable such as aspen stands, wetland areas, and rare species populations as these areas are highly susceptible to habitat disturbance. The following are protocols for monitoring vegetation communities:

- Photo-points : Geo-referenced photo-points that are taken from the same location in upcoming years will reflect vegetation succession. These photo-points should be taken in the four cardinal directions (using magnetic north not true north). Two photos should be taken in each direction; one toward the ground (about 2 m out) to show the ground cover and one that shows the horizon.
- Point line transects: Will determine quantitative measurements of vegetation cover and composition over time. Point line intercept transects can be employed by using a pre-determined distance and a fixed laser pointer or rope to determine plant composition of the area. Transects can be established in strategic areas and monitored over time to assess vegetative changes. It is important to implement transects at the same time of year to produce reliable and accurate vegetation trends.
- Implement aspen transect counts to assess forest recruitment and regeneration to determine necessary management actions.
- Continual monitoring of invasive species populations for location identification and noxious species mitigation actions.
- Conduct continual surveys of the rare plant species noted in the Resource Inventory with geo-referenced photograph map locations. These photopoints will then be assessed for species population density, health, and reference for trail planning and management efforts.

Restoration areas require additional monitoring to assure the area is recovering in the manner intended and expected. Interventions may need to occur such as increased invasive species mitigation, erosion control, or re-seeding with native species determined with adaptive management strategies.

VEGETATION COMMUNITIES ACTION PLAN

Aspen and Conifer Forest | Wet Meadow | Shrubs, Forbs, Grasses | Mountain Brush | Disturbed Ground VEGETATION COMMUNITIES			
Action	**Considerations**	**Roles**	**Timing**
Continuous monitoring of natural vegetation communities to determine ecological health and note invasive plant poulations and forest pathogens.	In 2017 Utah Open Lands conducted a natural resource inventory and weed survey which documented the current health of the natural vegetation communities and invasive species populations. UOL worked with USFS to gather forest pathogen digital data for the general area of Bonanza Flat. The overall ecological health of the property was excellent with the exception of some areas of disturbance.	UOL and PC will continue to assess forest health and vegetative communities through regular monitoring.	Ongoing
Management actions which initiate aspen propagation and succession include enclosure fencing (which can be game proof provided it does not unnecessarily restrict migration corridors), non-lethal pressure and/or hunting , controlled burns, biochar, cutting and combined methods.	Elk overpopulation is seen to negatively impact new successional growth of aspen species because of their predisposition towards aspen sprouts, saplings and to a lesser extent mature individuals. Further management actions for elk population mitigation may be beneficial to maintain healthy aspen succession.	UOL and PC will assess actions to be taken and in collaboration with UWDR and alert appropriate parties.	Ongoing
Monitor density of conifer forests and remove targeted outlying trees.	Increased conifer density poses a threat in providing a vector for parasite spreading opportunity and adding to fuel for wild fire spread. Recreational access, user safety, natural and wildlife populations may be compromised if forest density is high.	UOL and PC will continue to assess through regular monitoring.	Ongoing
Identify and evaluate options for wet meadow restoration.	Removal of fill, revegetation of disturbances, and adaptive management actions are critical to tracking wet meadow health.	UOL and PC will assess what actions are needed and alert appropriate parties.	Ongoing

Aspen and Conifer Forest | Wet Meadow | Shrubs, Forbs, Grasses | Mountain Brush | Disturbed Ground VEGETATION COMMUNITIES - continued			
Action	**Considerations**	**Roles**	**Timing**
Evaluate trees compromised by insect infestations, leaving nurse -logs and sufficient downed trees for habitat and nutrient cycling, with guidance from Division of Forestry, Fire & State Lands (DFFSL) & other agencies; target needed removal options.	Death of forests can be a result of disease or insect infestation. Therefore, occasional removal of selected compromised trees may be necessary for healthy forests. Note: too much forest removal can exacerbate the situation by creating additional disturbance, so care must be taken. Fire safety and suppression in cooperation with appropriate regulatory authorities is prudent given proximity of human development.	UOL and PC to continue to inventory area on minimum of an annual basis.	Ongoing
Conduct rare plant species surveys to continually identify locations and ensure protection of populations.	Rare plant species have been identified on the property. These species are critical of protection to prevent disturbance and possible eradication from the area. Although a minimal number of individuals were identified in the area, this is an indication that a population of at least 50 plants are located in the vicinity of the located species. Trail planning and recreational allowances should necessarily be guided by rare plant species populations and occurrences.	UOL, PC and contracted botanists will conduct continual surveys and collaborate for adaptive management strategies.	Ongoing
Occasional disturbance may be needed to rejuvenate decadent sagebrush vegetation to increase biodiversity. Mowing in conjunction with recreational uses.	Disturbance may be necessary for continued diversity of differing assemblies of shrubs, forbs, and grasses.	UOL and PC will assess what actions are needed and alert appropriate parties.	Ongoing
Replace non-native and invasive species with appropriate native species.	Remove and/or control non-native and invasive plant species. Source and plant native species. Having sufficient water regimes necessary to sustain planted native vegetation is paramount.	Management of invasive species falls to the landowner, PC. UOL will aid in strategic seasonal applications and volunteer weed pulls and develop seed mixtures.	Ongoing

III.C. INVASIVE SPECIES

MANAGEMENT STRATEGY

Invasive species can be detrimental to the values and reasons for which land is conserved. Invasive species change ecosystems, structures, and natural processes on the land in ways that are undesirable and which can fundamentally alter natural ecological processes. Carefully mitigating the spread of invasive species can minimize these negative impacts. While a relatively pristine natural habitat, Bonanza Flat Conservation Area is not immune from invasive species infestations due to its biodiversity. In 2017, Utah Open Lands commissioned the Bonanza Flat Conservation Area Weed Survey by ecologist Mindy Wheeler which identified several invasive species present on the Property which are discussed in further detail in Utah Open Lands' Bonanza Flat Conservation Area Resource Inventory. Without proper and proactive management, the Property's Conservation Values are at risk of degradation due to colonization of invasive species.



IMPLEMENTATION

Proactive management of invasive species is of primary importance when it comes to limiting introduction of invasive species on the Property. Monitoring, seasonal surveys, and volunteer botanists will all be crucial in identifying and mitigating the spread of new invasive species onto the Property.

Ideally, no new invasive species will be introduced to the Property, and management can focus on eliminating and managing the invasive species that are already present on the Property.
Invasive plant control methods are traditionally broken up into 4 categories:

- Mechanical
- Chemical
- Biological
- Cultural

Mechanical Control: method is labor intensive, and involves actions such as hand pulling, cutting, mowing, digging, prescribed burning. A volunteer force can be assembled for large-scale projects involving removal of invasive species from the Property.

Chemical Control: method for managing invasive species involves the use of herbicides to mitigate invasive species. This methodology should be carefully considered before implementation and in no way compromise the Conservation Values. Watershed health is of primary concern when working with herbicides, and chemical control should only be used if no other control methods are deemed effective.

III.C. INVASIVE SPECIES - continued

Biological Control: methods for managing invasive species involve introduction of predator species to an area if invasive species which should only be done with extreme caution. This method is considered high risk as negative unintended consequences are possible. Biological controls should be extensively studied prior to use. The weevil used to control yellow star thistle reflects high effectiveness with little observed threat.

Cultural Control: method of invasive species control involves subtly changing the assembly or nutrient accessibility of an area to create conditions that limit the spread of invasive species by making the area unfavorable for chosen species colonization. Cultural control is a proactive management strategy that includes reducing habitat prone to invasive species colonization by creating a desirable habitat for native species. Planting or seeding of native species can be undergone in disturbed or degraded areas, and specific seed mixes will be developed for restoration management plan.

Management for invasive species necessitates forward-thinking, planning, continual stewardship and adaptive management. Detail-oriented monitoring will be employed to identify invasive species on the Property, determine threat, and implement an effective management solution to the problem that the invasive species poses. Management involves the following steps:



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III.C. INVASIVE SPECIES - continued

- Monitor invasive plants and associated natural resources.
    - Inventory, survey, and map invasive species.
    - Document mitigation efforts and determine adaptive management actions.
- Minimize invasive plant establishment and spread.
    - Monitor for species known in the area but not yet found on the Property land. These species will be candidates for Early Detection–Rapid Response (EDRR) efforts.
    - Minimize unintended areas of disturbance.
        - Minimize species introductions and seed movement.
- Prioritize management efforts to reduce invasives present.
        - Target geographic locations of invasive species infestation.
        - Target invasive species with prioritization ranked by ecological impact.
    - Continuously adapt best management practices for invasive species mitigation with assessment of monitoring practices and effectiveness.
    - Apply best management practices to priority sites and species using integrated vegetation management (IVM).
- Restore sites or promote natural succession as needed.
    - Cultural control method implementation of reseeding treated areas with native seed mix.
    - Capacity - labor (volunteer and/or paid professional staff) and equipment.
    - Labor – identify, train, coordinate, and mobilize personnel appropriate for the tasks required. Coordinate volunteer labor to ensure focused and appropriate invasive species management.
    - Equipment – Secure tools and equipment that will ensure the safest and simplest accomplishment of the scale of the tasks at hand. Purchase is preferable.



DESIRED OUTCOME

Invasive species will eventually be reduced and eliminated due to proactive monitoring and control and will not, therefore, impact native plant communities. Yellow toadflax is present in large numbers on the Property. Canada thistle, yellow star thistle and garlic mustard (which is currently not present on the Property), pose significant threat to the Property. Without implementation of proper mitigation management strategies the Property Conservation Values are threatened.

Monitoring Actions	Priority	Suggested contact
Monitor invasive populations Track weed patch size and distribution in strategic places with photo monitoring and incorporate into GIS. Volunteers may be utilized to assist City staff in this effort. Put all information regarding control efforts into a database including date sprayed, name and rate of herbicide used (or species of biological control used) and target species to monitor effectiveness of methods used. Periodically walk the entire property to watch for introductions of new, isolated weed infestations.	High	PC staff, volunteers
Invasive community monitoring Place photo monitoring points in areas of high invasive populations. Use photo-points to track growth or reduction in invasive populations.	Moderate	PC staff, UOL
Closely monitor any newly revegetated or worked areas Close and regular inspections of any new disturbance are important to assure erosion is under control, invasive weeds will not impede the recovery of the area**,** nor become problematic weed populations going forward.	High	PC staff



III.D. FOREST HEALTH AND FIRE-WISE

MANAGEMENT STRATEGY

While man-made fire on Bonanza Flat Conservation Area is prohibited, the risk of unauthorized fire on the Property cannot be dismissed in management strategies for fire suppression and forest health. Park City as landowner may remove brush and vegetation necessary to minimize the risk of wildfire on the Property, but it must be in accordance with this management plan. The BFAMS Plan is meant to guide land managers in creating proactive management solutions. "The response to wildland fire should be based on the ecological, social, and legal consequences of each fire" (Federal Wildland Fire Management Policy, 1995).

UOL holds conservation easements on both the Bear River Ranches/Monviso Open Space off the Mirror Lake Highway and the Toll Canyon Open Space in Summit County. Both properties recently experienced wildfires. The Monviso fire was approximately 65 acres and was human caused by an unattended campfire. It began in a private lot within the conservation easement and spread into the open space. The Toll Canyon Open Space fire was approximately 1/10 of an acre and was started by a lightning strike that smoldered for 3 days in the base of a tree stump.

In both cases, the healthy nature of the forest appeared to be a key factor in limiting the scope of the fires. In considering mitigation strategies that may be implemented, it should be noted that forest disturbance can result in growth of invasive species, depositing of flammable materials on the forest floor, higher resin production, and drying of the forest floor. In the removal or trimming of native species often times invasive vegetation will inhabit the disturbed area. This new vegetation is highly flammable because it is located close to the ground which creates an easy route for fire to spread, and does not have the defenses that older trees have obtained. New vegetation is a fuel additive to the forest floor, without the hardwood tree defenses that previously inhabited the forest. Additionally, the cutting and trimming of forest trees increase their production of resin, and leaves behind stumps and branches that only add to the available fuel resources. Alternatively, especially in conifer forests, ladder fuels can allow fires to spread to the canopy and diseased or dead trees provide extra fuel.

In the case of the Monviso fire, the aspen forest served as a natural firebreak, which helped limit its spread and produced patchy fire effects instead of a more complete stand replacement fire, which burns the entire forest in all strata from the canopy to the understory. From an ecological standpoint, patchy fire effects are also beneficial to wildlife as the unburned areas act as refuge for species to initially escape the fire and then from which to recolonize the burned land.

With the Toll Canyon Open Space fire, the naturally moist condition of the stand of conifers, Rocky Mountain maple and Gambel Oak, and the rain event that produced the lightning, led the fire to smolder for 3-4 days until firefighters put it out.

III.D. FOREST HEALTH AND FIRE-WISE - continued

IMPLEMENTATION

Fire mitigation is an important tool that can be used to help prevent wildfires from spreading to homes. When fire mitigation is done cognizant of the forest health, it is an effective tool. Fire mitigation should not give surrounding homeowners a false sense of security, and they should be proactive in creating defensible spaces around their structures. Defensible space is the most effective fire prevention strategy.

All factors should be considered including the existing forest health, ability for nearby communities to create defensible space around their structures and the long-term impact to forest health in determining mitigation treatments.

DESIRED OUTCOME

A healthy forest is the primary line of defense against fire. Here in Utah, wildfires are becoming a common occurrence, especially with climate change. While some of these fires are naturally occurring, over 80% of fires have a human based cause. As pathogen infestation of conifer forests in the West continue to spread, it is expected that these threats will only increase under the combined pressure from climate change and a rise in drought conditions.

- For Bonanza Flat Conservation Area, the balsam wooly adelgid, Douglas-fir beetle, and bark beetles pose significant threats.
    - Aerial detection in the surrounding area survey mapped Douglas-fir beetle, mountain pine beetle, fir engraver beetle, subalpine fir mortality complex, balsam wooly adelgid, Marssonina blight and aspen decline in surrounding stands. It is likely that Bonanza Flat Conservation Area is at high risk of hosting, if not presently detected.
- An analysis by Utah Open Lands in 2018 identified that there was a low die-off from beetle kills in subalpine forests equivalent to the damage from bark beetle that has infested most of the Cottonwood Canyons.
- A new threat that should be monitored closely is the balsam wooly adelgid.
    - Utah Open Lands recommends specific tracking strategies to monitor presence of this species on the Property.
- 2019 monitoring should include scheduling and a site visit by USDA Forest Service representatives to assess fir stands, in particular.
- As demonstrated with the 2018 Monviso fire, the presence of aspen clones throughout Bonanza Flat Conservation Area should provide a source of fire break on the Property.
    - The aspen clones on Bonanza Flat Conservation Area show healthy patterns and levels of regeneration.
- In determining trail development and forest management practices, managers should consider:
    - Maximizing aspen regeneration and recruitment.
    - Minimizing expansive areas susceptible to drying out due to a lack of shade and cover.
    - Reducing soil disturbance.
    - Managing in concert with education for adjacent landowners regarding creating defensible space around their homes.
    - Evaluating potential risks of spreading beetles, impact on nesting birds, and other wildlife in the removal of downed and dead timber.

III.D. FOREST HEALTH AND FIRE-WISE - continued

- Management lessons that can be applied on the Property in recent wildfire areas regarding fire supression.
- Water resource enhancement.
- Repurposing existing two-track disturbances for Nordic ski routes that can double as emergency response and fire access and fire breaks.

Utah Open Lands staff was involved in a workshop hosted by The National Cohesive Wildland Management Strategy, which is a multi-jurisdictional collaboration of partners in the Northwestern United States endeavoring to understand roles and opportunities in wildfire risk hotspots, of which Northeast Utah is one. One common theme throughout the workshop from fire professionals was how important home-owner participation was in mitigating fire risk and that convincing landowners to do so was of national importance. Utah Open Lands believes that targeted fire mitigation on public conservation lands can certainly help reduce wildfire risk if done correctly, but this strategy will fail if significant fire mitigation is not employed by private landowners.



FIRE MANAGEMENT ACTION PLAN

Goal: Fire Suppression			
Action	**Considerations**	**Roles**	**Timing**
In the event of the fire, active suppression will occur when life and valuable resources are at risk.	Valuable resources include heritage resources, structures, water supply areas, recreation sites and habitats.	The Conservation Easement provides that the local fire authority has complete jurisdiction.	Ongoing
Decrease hazardous fuels and increase acreage with low hazardous fuels, especially near urban interface.	Reduce the risk of adjacent communities and natural resources.	Periodic review with DFFSL, UOL and PC will monitor ongoing fuel density determining levels or classes of threats.	Ongoing
Firefighter and public safety will be prioritized.	Limit injury and casualty by prioritizing safety above other concerns.	Agency determination.	Ongoing
Every non-prescribed fire will receive management response.	Assessment and response must be conducted for each instance to determine course of action.	Emergency services will evaluate and decide upon course of action.	Ongoing, at time of event
Utilize maintained 2-track disturbances for summer and winter trails and maintain at levels identified in Baseline Documentation.	Evaluate disturbances for how they can serve a dual purpose as emergency access and fire breaks.	UOL and PC will evaluate and decide best use.	Ongoing

III.E. MAN-MADE DISTURBANCES

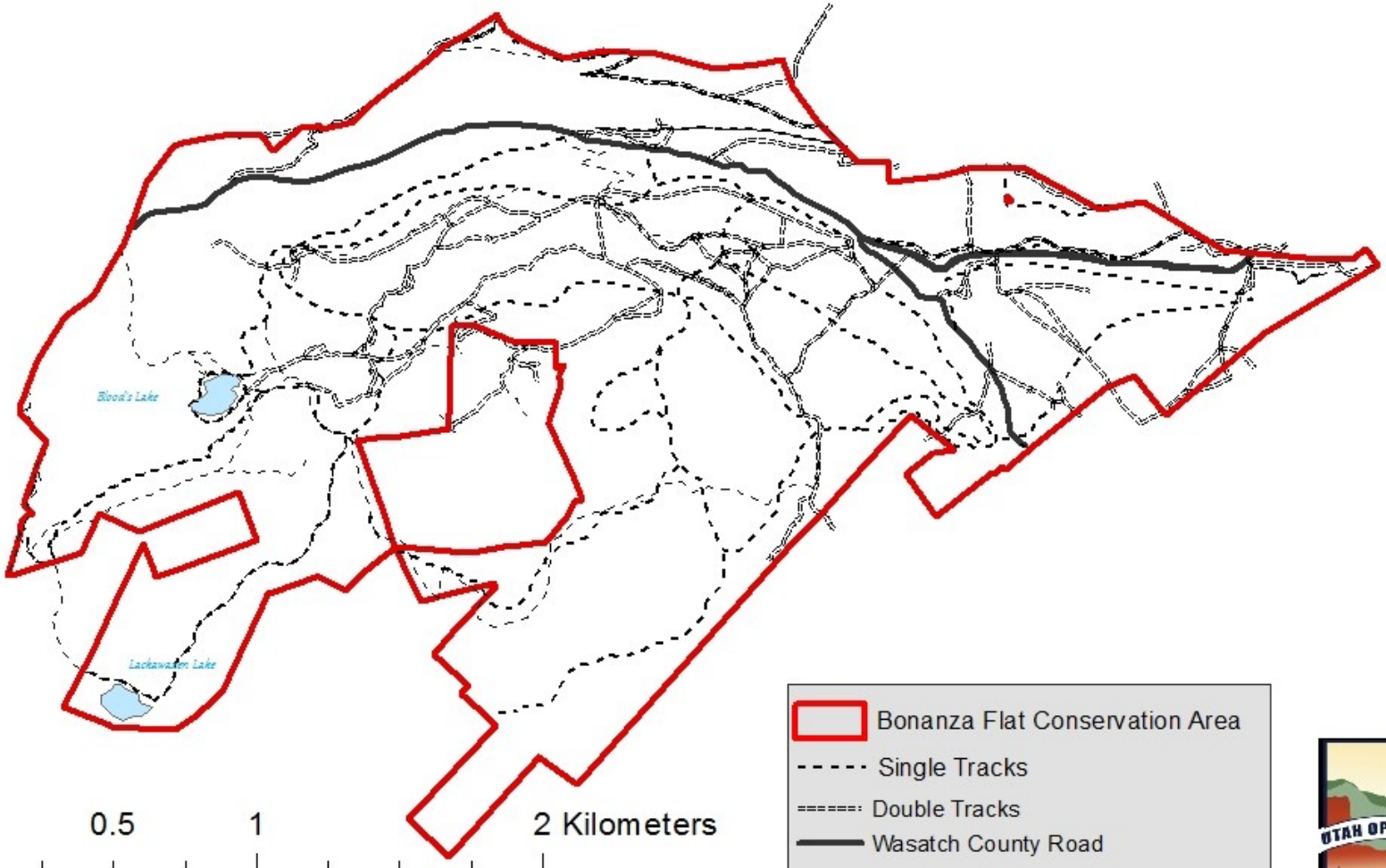


Where disturbance has occurred on steep slopes and through sensitive ecosystems, negative impact to the health, welfare, and safety of community members and the land are evident. Man-made disturbances on these areas, and the resulting erosion have direct negative impacts on Conservation Values on the Property. In keeping with the Wasatch County Code's regulation in parts of the county: "Areas where development is prohibited due to steep hillsides (over 30%), high value wetlands, ridge lines, fault lines, stream corridors, landslide areas, and flood plains." Guardsman Pass sits on a slope that averages a grade of 32.076% from 25 measurements taken from "the Y" to Guardsman Pass. Section 16.28.04 of the code explicitly states that "no person shall engage in any activity that will disturb, remove, fill, dredge, clear, destroy, or alter any area, including vegetation, within stream channels, wetlands, and their setbacks…"

Habitat restoration should occur in areas of man-made disturbances that are not pursuant to a permitted use. The steep cut emanating from Empire Pass, which has contributed significantly to erosion on the hillside, and the disturbance in the area commonly referred to as Culvert Meadow are two areas that will need focused restoration. Fill material and drainage diversions added to the nationally inventoried sensitive wetland known as Culvert Meadows are not in compliance with the Clean Water Act. Abundant Conservation Values serve to be enhanced by the restoration of these disturbed areas. Winter safety corridors may continue to exist in the vicinity of current disturbed areas even after vegetative restoration occurs. Identified issues include enforcing management practices along access points and previously degraded areas. Any gates across public rights-of-way are to include emergency SOS or "crash" gates allowing emergency services easy access if and when necessary.

Man-Made Single Track or Double Track Disturbance Name	Number on Map	Approximate Width	Approximate Length
Steep Hillside Cut Emanating from Empire Pass Area	1	12'+	2000'
New Talisker 2.0 Yurt Lease Area Access	2	14'+	500'
Old Talisker Cabin Area East Access	3	12'+	2100'
Old Talisker Cabin Area West Access	4	12'+	1550'
Girl Scouts Access	5	20'+	6600'
New Talisker 2.0 Access to Cabins	6	12'+	1000'
Private Driveway off Pine Canyon Road	7	12'+	1200'
Old Social Trails in Vicinity of Guardsman Pass Area	8	5'	2800'
Wetland Disturbed Track and Former Access to Old Talisker Yurt	9	12'	4200'
Side Slope Cut by Spoils Pile	10	18'+	2150'
Girl Scouts Cabin Access	11	15'+	250'
Girl Scouts Lake Access	12	15'+	250'
Old Utility Access (North of Girls Scouts Lease Area)	13	15'+	3500'

Bonanza Flat Conservation Area
Man-Made Disturbance Single and Double Tracks



IV. WATER RESOURCE and WETLAND MANAGEMENT

MANAGEMENT STRATEGY

Managing at a watershed level is a proven strategy for effective, sustainable land use, which saves hundreds of thousands of dollars in water treatment and lessens downstream contamination. Wetlands act as carbon sinks, and are productive areas for carbon sequestration. As a proactive management strategy, augmenting Park City's zero carbon goals, restoration and enhancement of wetland features on the Property provide additional values, beyond fundamental ecological health, to the overall sustainability goals of the City. Land managers will employ management strategies that maintain and benefit watershed health, water use efficiency, water quality, recreational benefit, climate-adaptive management, and protection. Several nationally inventoried wetland areas exist on Bonanza Flat Conservation Area. The wetlands documented in the Resource Inventory were found to be unique, and many considered to be in pristine condition.

Park City as landowner may enhance water quality and wetland features on the Property. Such enhancements may include protection, restoration and vegetative enhancements.

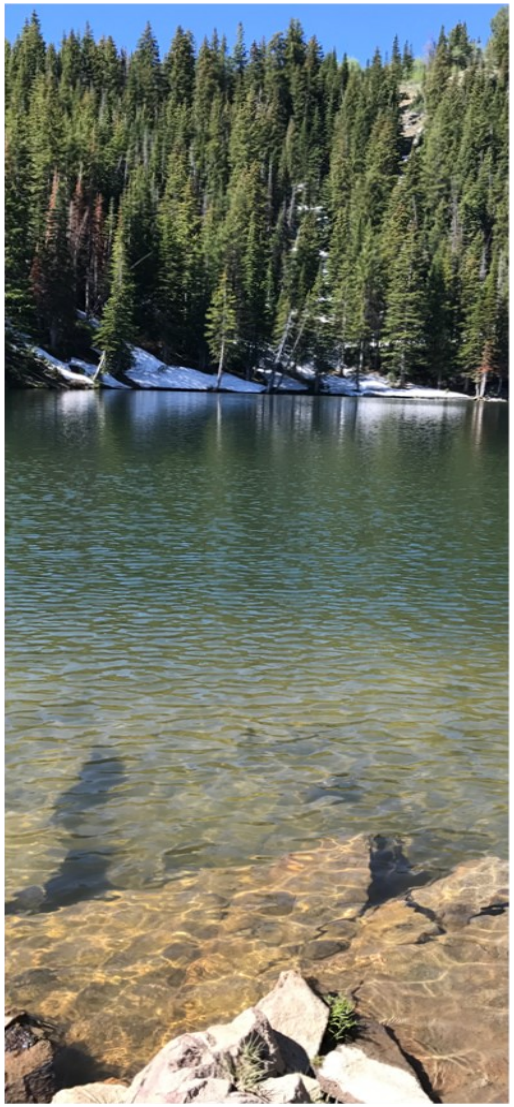
IMPLEMENTATION

Water resources on Bonanza Flat Conservation Area are in various states of health. Creating and protecting healthy water resources on Bonanza Flat Conservation Area should be a priority. Overall management strategies should consider water resources. Watershed health is paramount to the health of the greater ecosystem.

ACTIONS and OBJECTIVES:

- Track and document changes in the water resources on the Property through water testing and riparian and wetland photopoint analysis.
- Track seasonal conditions of water resources.
- Conduct management activities consistent with recognition that watersheds are dynamic and constantly responding to external factors.
- Implement projects that are in the most need of restoration or care.
- Use a watershed-minded approach to coordinate other management decisions i.e. forest management, land use, trail construction, fire management, etc.
- Impoundments of Bloods Lake and Silver Lake Islet may be maintained as deemed necessary by PCMC and Utah Open Lands.
- Limitation on recreation in the vicinity of riparian habitat should be considered.
- Design drainage and runoff controls where necessary to maximize water reclamation into on-site catchments and minimize sediment buildup.
- Minimize immediate downstream discharges during runoff.
    - Use patterns on the Property should continue to be monitored to forestall potential contamination of downstream drinking water, in particular for Bloods Lake, which is the direct drinking source for the Girl Scout Camp.

IV. WATER RESOURCE and WETLAND MANAGEMENT - continued



- Wetlands should be avoided, where possible, during the implementation of trails utilizing best practices to mitigate possible impacts.
- In the case of Culvert Meadow, this wetland area needs to have fill removed, and any disturbances on this area needs to be restored.
- Flow and moisture content monitored seasonally.
- Track changes in hydrophytic vegetation.
- Track changes in hydrology and take soil samples to determine extent of hydric soil resource areas.
- Where emergency evacuation may be considered necessary, avoidance is preferable, but features like boardwalks and bog bridging that lessen impact to wetland areas should be considered instead of culverts, or fill.
- Water quality deterioration should prompt mitigation efforts.
- Monitoring protocol involving seasonal testing on area lakes.
- Due to elevation, water quality tests should occur during the hottest months of the year to determine levels of E. coli and other bacteria.

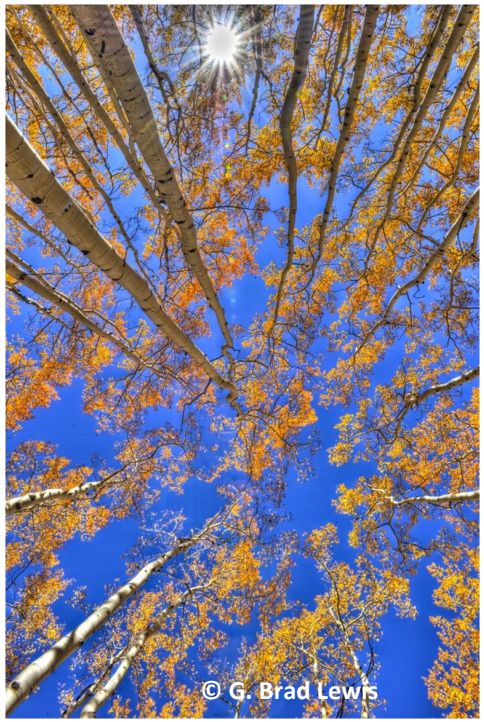
DESIRED OUTCOME

- Protection or restoration of water resources on the Property, including areas of non-use.
- Wetland water quality, stream health to stay above current conditions.
- Presence of desired or unique wetland function and vegetation.

A desired outcome of watershed management is to maintain levels of water quality and ensure continuous testing of the lakes present on the Property. Proactive water quality management strategies will sustain the watershed. Utah Open Lands will continue to conduct water quality testing on an ongoing basis. Any negative changes in water condition, water surface conditions, water clarity, water color, water odor, arsenic, presence of dead fish, dissolved oxygen, turbidity, algal bloom and the presence of E. coli bacteria will be evaluated to determine adaptive management decisions. Management goals should sustain water quality at or above current levels of water quality, restricting uses on the land that show probable cause for decreases in water quality.

WATERSHED ACTION PLAN

Goal: Watershed Quality Conservation			
Action	**Considerations**	**Roles**	**Timing**
Continual adaptive management strategies in the Headwaters Area.	Identify possible conflicts of Conservation Values. Identify terrain to be managed as "Headwaters Area".	UOL will routinely review with PC staff areas under consideration for management.	As part of BFAMS Plan Areas Map
Sign and educate users on impacts from dogs.	Off-leash dogs have a potential to conflict with wildlife, other recreation user groups and can impact the ecosystem. Education will be provided to inform of the potential harm to wildlife and/or dogs due to off-leash encounters. Off leash ordinances will govern the use on designated trails.	UOL and Park City will provide education and enforce designated area restrictions.	Defined in Conservation Easement
Monitor water quality.	Chemical composition of the water is to be tested on an annual basis to be checked for presence of E.coli bacteria, arsenic, etc.	UOL will test water quality on minimum of an annual basis.	Ongoing
Determine impacts of regional connection trails through Headwaters Area.	Careful and thoughtful consideration of all possible issues and plausible degradation of watershed quality as a result of trails is recommended.	UOL and PC staff will mutually determine designated trails, and trail routes.	Ongoing



V. ADJACENT PROTECTED LANDS

MANAGEMENT STRATEGY

Bonanza Flat Conservation Area is situated between both private and public lands, but there is a significant amount of adjacent conserved land that adds to the conservation achieved on the Bonanza Flat Conservation Area.

IMPLEMENTATION

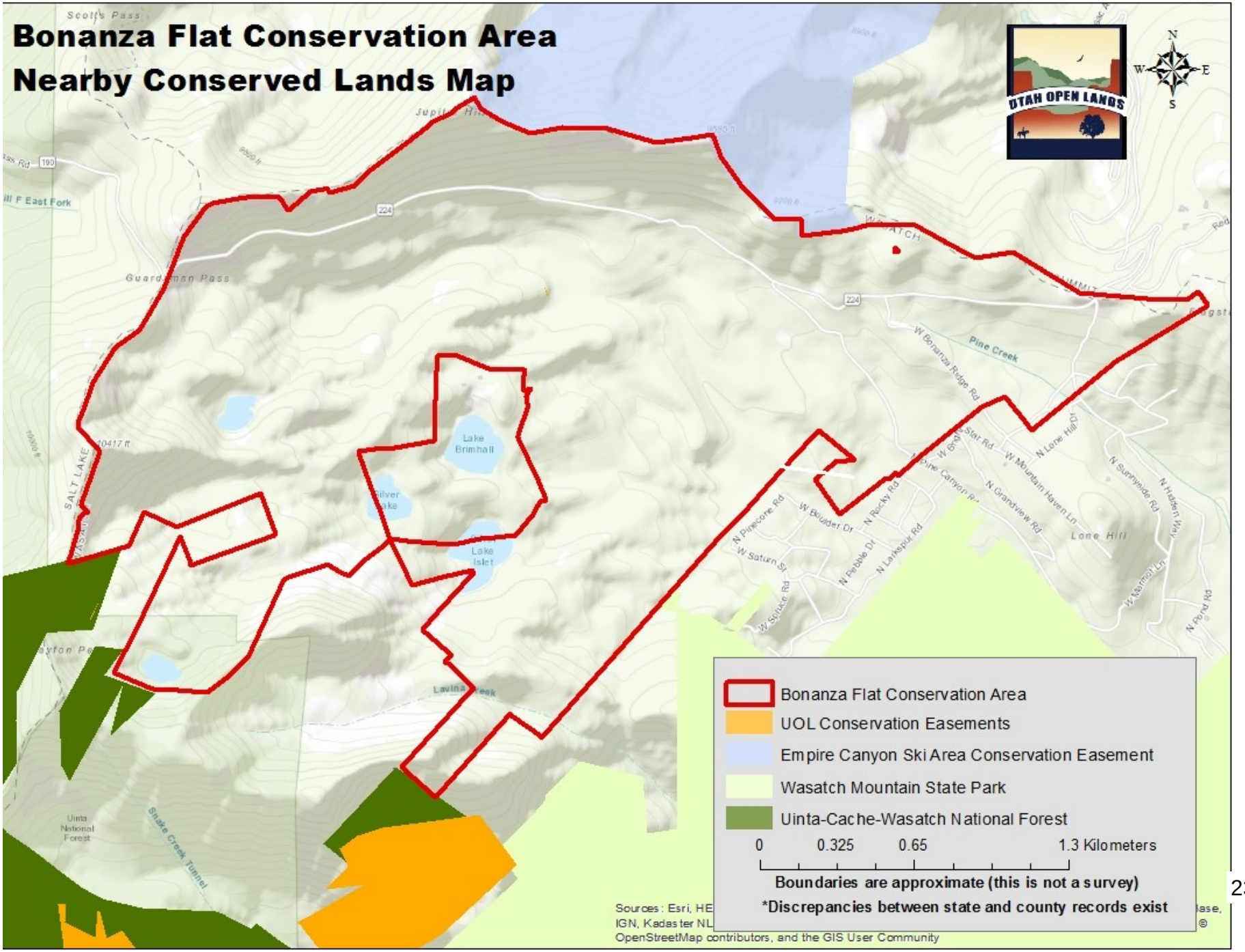
- Utah Open Lands will monitor the Property boundaries on an annual basis to guard against encroachment.
- Utah Open Lands will reach out to the adjacent landowners should persistent issues arise.
- Utah Open Lands will work with pertinent adjacent land managers to come up with synergistic management solutions regarding ecosystem connectivity, trail connections, and use designations.

DESIRED OUTCOME

- Adjacent protected lands (Snake Creek Canyon and other significant tracts of federal and state public lands), along with Bonanza Flat Conservation Area, constitute a thriving ecosystem providing habitat for wildlife and migration corridors.
- Creation of regional inter-jurisdictional trail connections.
- Productive and clear lines of communication between adjacent landowners, land managers, and Park City as the landowner of Bonanza Flat Conservation Area.
- Communal efforts in mitigating undesirable impacts and sustainably managing increasing recreational demand.

V.A. BOUNDARY MAINTENANCE

Park City had the entire property boundary of the Bonanza Flat Conservation Area surveyed by Alliance Engineering. UOL has further delineated certain sections of the boundary line, which may be more susceptible to encroachments. Boundary lines are paint-blazed and some Conservation Area signage has been posted. Boundary fencing has been erected in some areas. Paint-blazed boundary lines should be refreshed with new paint every 5 years or as needed and the signage should be checked for replacement or update needs. Fencing of a buck and rail nature should be maintained and constructed where persistent encroachment occurs. Utah Open Lands has ample experience with the delineation and maintenance of Property boundaries for stewardship and can assist Park City as needed.


Bonanza Flat Conservation Area
Nearby Conserved Lands Map
UTAH OPEN LANDS
N
S
E
W
Bonanza Flat Conservation Area
UOL Conservation Easements
Empire Canyon Ski Area Conservation Easement
Wasatch Mountain State Park
Uinta-Cache-Wasatch National Forest
0
0.325
0.65
1.3 Kilometers
Boundaries are approximate (this is not a survey)
*Discrepancies between state and county records exist
Sources: Esri, HE
IGN, Kadaster NL
OpenStreetMap contributors, and the GIS User Community
Guardsman Pass
Lake Brimhall
Silver Lake
Lake Islet
Pine Creek
Lone Hill
Uinta National Forest
Snake Creek Tunnel

VI. SCENIC MANAGEMENT

The scenic value of Bonanza Flat Conservation Area is derived from the combination of the ecosystem and the prominent landscape position of much of the Property. The ecosystem of the area has developed over the millennia and the various plant communities provide visual interest in all seasons. The unique setting of the Property at the intersection of mountains and valleys has created unimpeded views of sagebrush shrublands as well as oak brush and mountain shrub hillsides – all signature vegetation communities of the arid West. Park City and Summit County value open hillsides and ridgetops as endorsed in their building codes (Park City General Plan and Summit County Zoning).

The Property currently provides views of natural areas that are in keeping with the natural open character of the Wasatch Mountains. Further, Goal #4 of the Park City General Plan concerns the City's desire to preserve the natural setting. The goal is to 'Conserve a connected, healthy network of open space for continued access to and respect for the Natural Setting' (Park City General Plan, 2014). Scenic vistas are a critical part of the mountain resort economy.

Utah Open Lands and Park City Municipal Corporation will work together to prevent, and ultimately be responsible for controlling, elements that could spoil the scenic value on the Property, such as height, bulk, design, materials and color of any modifications made on the Property (e.g.: trails, restroom facilities, fencing, etc).



The special character of Bonanza Flat Conservation Area is defined by its distinctive geographical features, climate, and natural ecosystems. The scenic value of this Property epitomizes all of these values, which is why the prevention of any disturbances that impact the area should be avoided and the Property be monitored on an annual basis.

VII. RECREATION MANAGEMENT

Recreational capacity is a term generally defined as the *reasonable maximum load or population that an area will support without undergoing deterioration*. For this plan, a no-net-increase and existing carrying capacity have been identified as central to not "loving Bonanza Flat to death." These principles are also key to ensuring that Bonanza Flat Conservation Area does not become the solution to other recreational deficiencies on adjacent lands.

For Bonanza Flat Conservation Area, quantitative as well as qualitative monitoring should be performed by Park City staff, Utah Open Lands, and/or volunteers and used to determine if infrastructure development has effectively captured the principle of carrying capacity. The following proper monitoring may indicate an unacceptable level of ecological degradation and Conservation Value loss. Thus, a conclusion that infrastructure is out of sync with carrying capacity may be indicated by:

- Increased exotic vegetation cover, loss of species, or undesirable compositional changes.
- Wildlife changes such as loss of species, a decrease or increase in utilization by certain species.
- Erosion from social trail formation or wetland bank degradation and stream-bank erosion.
- A decrease in water quality.

The results from this type of monitoring will provide important information on resource trends and provide insight into adaptive strategies. These trends would inform City staff as to whether the activities on the Bonanza Flat Conservation Area are causing impacts beyond the sustainable recreational carrying capacity.

The monitoring protocols developed for previous sections will inform recreational management. It is anticipated that the creation of trailheads, a functional trail system, and better trail design will increase enhancement and restoration of the Conservation Values due to the best practices already employed by Park City and partners like Mountain Trails Foundation. Creating and maintaining a higher level of trail design and sustainable use will ultimately result in a higher rate of trail user experience satisfaction. On-site surveys and Conservation Ambassadors will be utilized in data collection, education, and the transition from previous use patterns to more sustainable use patterns.



VIII. CITIZEN SCIENTISTS and iNATURALIST UTILIZATION

A purpose of the Adaptive Management and Stewardship Plan, is to engage the community members and general public with activities on the Property that will ultimately assist Park City and Utah Open Lands in achieving overall management goals. Citizen science events such as BioBlitzes may occur annually on Bonanza Flat Conservation Area. BioBlitzes will be performed utilizing the iNaturalist app that Utah Open Lands will use to train volunteers. The app will allow for records of flora and fauna found on the Property to be retained and reviewed, ultimately allowing both Park City Municipal Corporation and Utah Open Lands to track any changes that may occur in wildlife patterns and vegetation over time.



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IX. RECREATIONAL AIRCRAFT

All recreational aircraft requiring a motor or mechanized source to power flight, including drones, are prohibited from taking off or landing on the Bonanza Flat Conservation Area property. Non-motorized recreational aircraft use on the property must comply with existing laws and may be subject to additional agreements with the Grantor.

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X. CANINE USE



MANAGEMENT STRATEGY

Balancing Conservation Values from wildlife to recreational enjoyment will require identifying potential triggers that are also allowed uses and considered compatible with one or more Conservation Value. Dogs are associated with recreational enjoyment for various recreationalist and they are also considered a potential 'trigger'. Riparian, wet meadow, stream or lake habitat impairment can be associated with a lack of dog owner stewardship. Stewardship by this user group will be critical to continued trail use. Monitoring impacts on both a macro and micro ecological level will be as essential.

IMPLEMENTATION

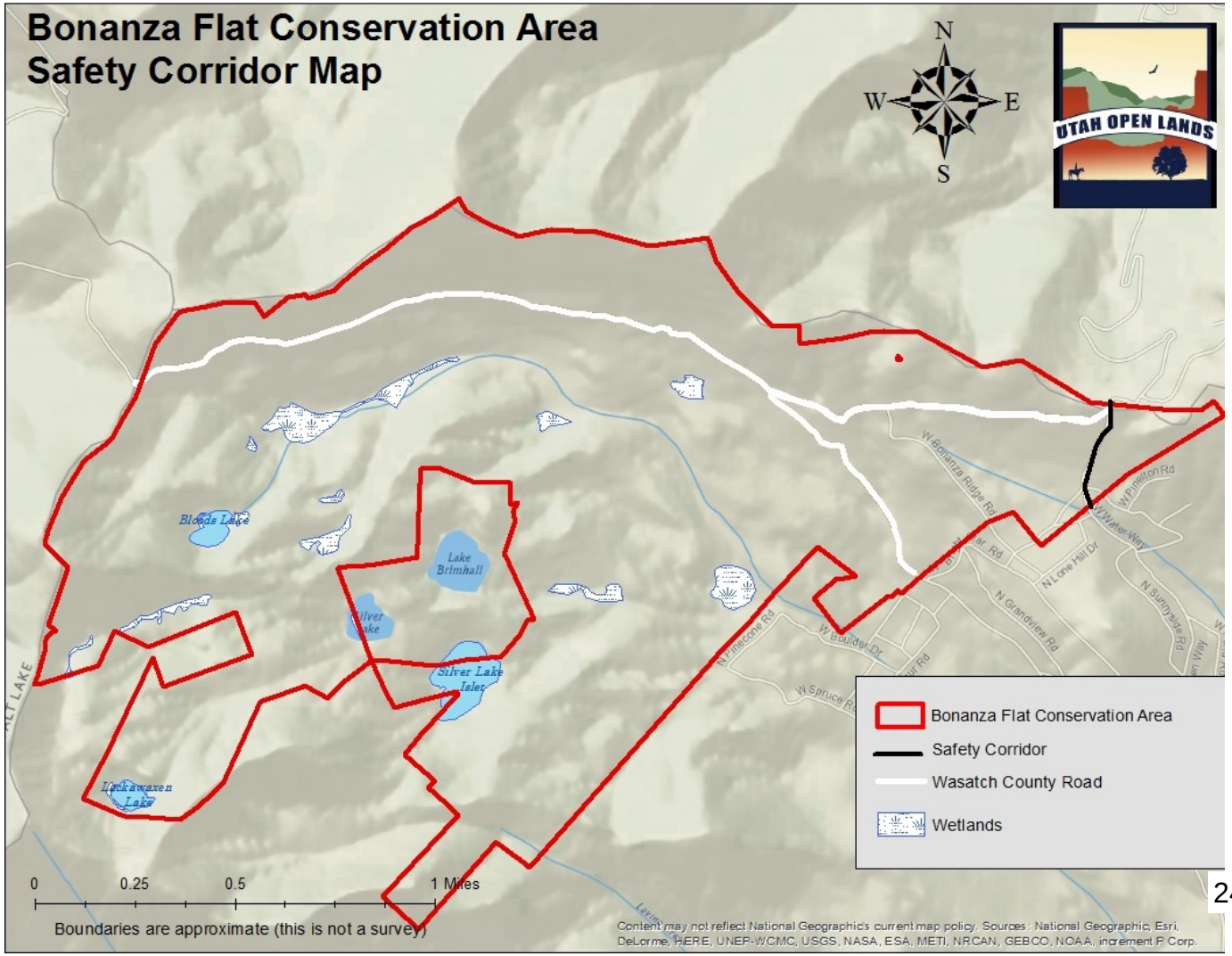
- Dog owners will be educated via on-site volunteer Conservation Ambassadors and signage to ensure best use practices.
- Mutt Mitt stations will be provided.
- Dog waste etiquette will be closely monitored.
- Proper removal of waste by owners will determine the overall utilization of Bonanza Flat Conservation Area by dogs.
- Waste receptacles will be provided.
- Recreational activity limited as deemed necessary by wildlife activity .
- Wetland areas should be restricted in use by dogs as achieved through good trail development.
- Trailheads will post leash regulations as determined.
- Dog owner stewardship and user conflicts will be monitored.

DESIRED OUTCOME

- Systems implemented that allow for sustainable dog-use on the Property, in step with the Conservation Values.
- Clear, well-marked trails that delineate dog-use.
- An educated user-group that can become a force for positive, sustainable use and protection of the Property.
- Prevention of watershed contamination and riparian habitat disturbance from dog use.
- Prevention of avian nesting and fledging disturbance, minimization of other wildlife disturbances.
- Ability for restoration of wetland vegetation and riparian habitat in current areas of disturbance.

XI. SAFETY CORRIDORS

Through our diligent monitoring over two seasons, it is apparent that a clear, safe alternative route needs to be established outside of the existing county road from Brighton Estates to Empire Pass to accommodate safety needs at times of the year during significant weather events. This safety corridor requires that all travel must stay within the designated areas, as delineated with 25-foot tall poles along the deep cut known as Jeep Hill. This safety corridor will be gated, re-vegetated and is only to be used in the winter after evaluating any claims of use with respect to proven encumbrances as cited in the Conservation Easement. This safety corridor also provides for wildfire evacuation in case of an emergency.



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XII. EVENTS, SPECIAL USES AND RELATED TEMPORARY STRUCTURES

Because of the tremendous beauty, pristine condition and forever conserved status of the Bonanza Flat Conservation Area, to date many requests have been received to use the property for events and special uses. These have included using the property as a movie filming location, footage for car commercials and for private family events such as weddings. As we anticipate this pressure will increase over time, certain restrictions have been put into place within the Conservation Easement regarding events, special uses and associated temporary structures.

An event, a special use, and one or more temporary structures associated with an event or a special use, are permitted at the discretion of Park City Municipal Corporation as the landowner provided:



The event or special use is limited in the number of participants.

Any temporary structure is located to minimize impacts on the natural environment.

Any temporary structure is approved by Utah Open Lands as the conservation easement holder in accordance with Section VIII of the Conservation Easement.

Requests in conjunction with filming include an analysis of potential impacts and provide for compensation to the public as determined by Grantee's in accordance with the BFAMS plan.

Fees will be required for any special use to mitigate impacts to public use and to the Conservation Values. Fees will be determined by the Park City Council. Best practices would provide for any fees collected during filming and special use events to be utilized in the management and stewardship of the property directly.

The staging, event or special use, and any temporary structures are located to the extent possible in areas where adequate infrastructure already exists, such as at trailheads.

Please note, these conditions do not currently apply to the primitive outdoor wedding area known as the Church of Dirt located west of the Empire Pass Trailhead, which is managed by a first-come, first-serve system of reservation where potential users reserve the spot by leaving a requested date on a piece of wood or other note. However, as the landowner Park City has the right to change this current management of the Church of Dirt if needed.

PART FOUR

MANAGEMENT AREAS

Management actions are prioritized by designated management areas. These management areas are referenced in the Conservation Easement and are tied to specific permitted uses. Management areas were designated based on the sensitivity of the Conservation Values attendant to the area and the amount of man-made disturbances, facilitating the overall conservation purpose that reflects the bond narrative and donor intent of various agencies, foundations and individuals to ensure preservation.

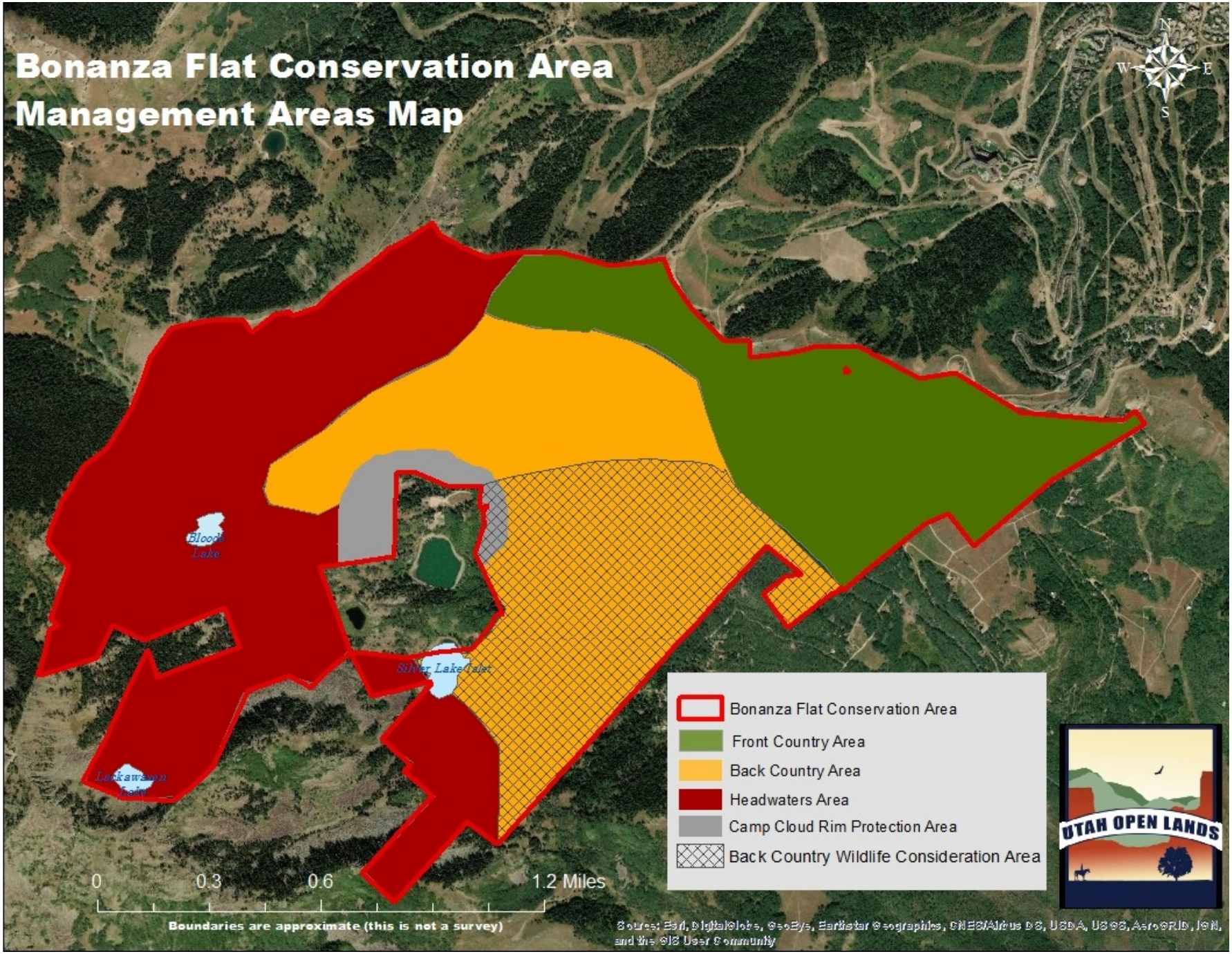
Management areas correspond with major physical features of the Property. Although some management suggestions apply to the entire Property, it should be noted there are areas where management actions are specific. Within the broader management areas, discrete action areas delineated by a combination of habitat/vegetative types and restoration or recreation objectives are identified.

Four management areas* have been identified and Bonanza Flat Conservation Area consists of:

FRONT COUNTRY AREA
BACK COUNTRY AREA
HEADWATERS AREA
CAMP CLOUD RIM PROTECTION AREA

**See the Bonanza Flat Conservation Area Management Area Map on the next page for delineated areas*




Bonanza Flat Conservation Area
Management Areas Map
N
W
E
S
Bonanza Flat Conservation Area
Front Country Area
Back Country Area
Headwaters Area
Camp Cloud Rim Protection Area
Back Country Wildlife Consideration Area
0
0.3
0.6
1.2 Miles
Boundaries are approximate (this is not a survey)
UTAH OPEN LANDS

I. FRONT COUNTRY AREA

Front Country Area (See table below) (GREEN)

Areas with more intense recreational use including focused points of access, man-made disturbances and proximity to development.

Examples Include: Trailheads and trails, passive recreational amenities, including restrooms, structures for emergency or maintenance/ management, interpretive trails, informational kiosks, Talisker lease area, and safety corridor for motorized access.

Objective	Associated Action	Role/Responsibility	Time Frame
Protect Critical Watershed Values and Water Quality	Monitor maintenance activities of access areas and materials used. Restore eroded trails stemming from Empire Pass area to prevent further degradation. Evaluate reseeding, raking, matting and appropriate signage and barriers. Identify sources of erosion. Create revegetation plan for soil spoil piles based on existing lease terms. Possible resources: USU, DEQ, DWQ	Park City, UOL staff	Ongoing
Protect Wildlife Habitat	Ensure trails for public use and recreation are established in areas with minimal impact to wildlife habitat. Employ use of wildlife camera traps, BioBlitzes, and iNaturalist species counts. Incorporate seasonal species-specific use assumptions in order to minimize user-wildlife conflicts. Species of special concern include Shiras moose, mule-deer, elk, flammulated owl, pika, and others. Use patterns should be predictable in order to lessen stress. Recreational corridors should have good sightlines and avoid densely forested areas whenever possible.	Park City, UOL staff	Ongoing
Protect Vegetation & Uncommon Rare Plants	Eradication of invasive species and reseeding of native seed mix specific to Bonanza Flat Conservation Area. Consider plant plugs in overly disturbed areas where seeding may not be effective. Monitor rare plant locations and health. Create trails in areas where invasive species will not be easily spread.	Park City, UOL staff	Ongoing

I. FRONT COUNTRY AREA - continued

Objective	Associated Action	Role/Responsibility	Time Frame
Protect Public Recreation & Education	Implement trailhead and monitor trailhead transition. Provide opportunities for practical education out on the land, e.g.: informative hikes, weed pulling events, etc. Incorporate iNaturalist BioBlitz events to increase community science involvement and increase understanding of species on property. Implement Boulderers Trail to popular bouldering area. Monitor use on property in correlation with the WOW and Crest trails.	Park City, UOL staff	Ongoing
Protect Scenic Values	Restore 2-track disturbance emanating from Empire Pass and other 2-tracks not repurposed. Monitor reseeding progress.	Park City, UOL staff	Ongoing



II. BACK COUNTRY AREA

Back Country Area (*See table below)* (ORANGE)

Areas with multiple Conservation Values with man-made disturbances and potential restoration as well as multi-use potential.

Examples Include: Passive (non-motorized) multi-recreational trails (hiking, biking, equestrian, XC skiing and snowshoeing) Limited trail improvements and amenities, such as picnic tables, backcountry yurts or camping areas, signage.

Objective	Associated Action	Role/ Responsibility	Time Frame
Protect Critical Watershed Values and Water Quality	Perform seasonal wetland soil and vegetation transects to determine effects of seasonal compaction and track recruitment and associated health of native hydrophytic vegetation.	Park City, UOL staff	Ongoing
Protect Wildlife Habitat	Ensure trails for specific recreational activities are established or rerouted to limit impacts to wildlife habitat. Install wildlife cameras to track activity and continue to monitor numbers and types of species. *Species of special concern* should be avoided, wherever possible. Aspen forest should be avoided if possible during wildlife nesting, fledging, rutting, fawning, calving and roosting activity. Trail closure is a tool to accommodate wildlife activity. Installation of nesting boxes in aspen-conifer mixed forest.	Park City, UOL staff	Ongoing
Protect Vegetation & Uncommon Rare Plants	Maintained trails to prevent spread of invasive species. Activity limited in areas where sensitive vegetation could be affected. Reseeding to take place as necessary. Rare plant tracking implemented via local experts and possibly iNaturalist events.	Park City, UOL staff	Ongoing
Protect Public Recreation & Education	Create sustainable trail systems to enhance user experience. Provide user group designated trails where appropriate. Flag routes associated with new trail alignment. Seek Grantee input and approval. Provide enhanced recreational experience by rerouting Bloods Lake Trail. Prioritize one-directional single track trail creation. Create regional trail connections. Gates that provide access to the Backcountry in Bonanza Flat Conservation Area, if any, should be appropriately marked with standard backcountry awareness information and ideally with signage indicating the protected nature of the backcountry area as preserved forever through a conservation easement.	Park City, UOL staff	Ongoing
Protect Scenic Values	Ensure new and rerouted trails do not disturb the scenic viewsheds from a distance, e.g. from scenic highways. No trail cuts should be made on visually vulnerable, steep slopes. Minimize trails that need switchbacks in highly visible areas.	Park City, UOL staff	Ongoing

III. HEADWATERS AREA

Headwaters Area (*See table below*.)(RED)

Areas with a greater concentration of Conservation Values and limited or no man-made disturbances. Examples include: Limited to primitive hiking or snowshoe only trails.

Objective	Associated Action	Role/Responsibility	Time Frame
Protect Critical Watershed Values and Water Quality	Evaluate seedbanks, raking, matting and appropriate signage and barriers to be put in place for trail decommissioning, restoration of multiple trails stemming from the Guardsman Pass area. Continue to monitor various water sources with assistance from partners such as DWQ and USU. Adopt and follow water testing protocol for routine testing in the spring, summer, and fall – measuring and tracking any impairment.	Park City, UOL staff	Ongoing
Protect Wildlife Habitat	Establish limitations on trail use. Regularly monitor wildlife activity and track migration as well as behavioral patterns to evaluate use impacts. Reduce conflicts between recreational corridors and known areas for species of special concern. Install nesting boxes in aspen-conifer mixed forest. Trail closure should be cognizant of wildlife cycles (i.e. nesting, fledging, calving, roosting, etc).	Park City, UOL staff	Ongoing
Protect Vegetation & Uncommon Rare Plants	Locations of rare species will remain on file for the purpose of management and should be monitored frequently. Sharing of locations of certain species publically is not advised due to poaching concerns. Measure parameters of sensitive vegetation; no trails to be established where invasive species may be carried into these areas. Continue to collect data to ensure these boundaries do not diminish.	Park City, UOL staff	Ongoing
Protect Public Recreation & Education	Monitor recreation to make certain that human-powered passive recreationalists on foot and snowshoe will have areas to enjoy. Survey hikers and users regarding tail use and enjoyment to determine modifications.	Park City, UOL staff	Ongoing
Protect Scenic Values	Inspect viewsheds from northwest and southwest whilst establishing new trail routes. Enforce no parking zones for minimal impact to scenic Conservation Values.	Park City, UOL staff	Ongoing

PART FIVE

ADAPTIVE MANAGEMENT

Balance is a foundational principle of adaptive management. The balance of management roles between Park City as the landowner and Utah Open Lands as the easement-holder is a proven way to protect the Conservation Values, and adhere to the guiding document, the Conservation Easement.

Every management action has the potential for unintended consequences, and management decisions require flexibility. Adaptive management is a strategy for remaining adjustable and responsive to changes while continuing to implement sound management decisions. It is an approach to land protection that recognizes the unpredictable nature of a complex ecosystem, embraces multiple problem-solving strategies, and allows for adjustments to be made along the way. By combining research, monitoring, and active management, adaptive management allows the knowledge gained from current work to be applied to future decisions and to facilitate management goals.

The main tenant of adaptive management is continual assessment. Balancing of Conservation Values by evaluating the results of implemented practices ensures protection of these values as the land changes over time. Analyzing consequences that occur as the result of violations to the Conservation Easement or unexpected effects of implementing permitted uses shifts management choices. When it is determined that a threat or an impairment to a Conservation Value is anticipated, or conversely, when a desired outcome has been achieved as a result of implemented actions, the practices moving forward should be adapted accordingly. Understanding and predicting enhancement trade-offs and effects of certain actions is crucial. Creating a structure of adaptive management triggers will be of utmost importance in creating a clear line of decision making and proactive communication.

I. TRIGGERS FOR ADAPTIVE MANAGEMENT

Adaptive management should be implemented under certain specific conditions. When management strategies outlined in Section 4 of this plan are sufficient and clear, those management strategies should be employed. It is impossible to cover any and all future management decisions in that section, and so management problems that are not covered in Section 4 should involve robust decision making. Furthermore, actions that violate the specific language of the Conservation Easement and significantly degrade the Conservation Values will be enforced.

I. TRIGGERS FOR ADAPTIVE MANAGEMENT - continued

Characteristics of problems that would trigger Adaptive Decisions include:

1. Long-term (multi-year) or permanent **negative effects** on the Conservation Values of the Property.
2. Large-scale (> 10%) effects on the Property.
3. Restoration of the Conservation Values would be difficult or impossible to restore as a result of management practices.
4. Halting actions or practices that would result in impairment of the Conservation Values.
5. Degradation of Conservation Values to a point in which they have been determined to have fallen below benchmarks of health originally recorded.
6. Structural or landscape-wide impacts. Roads, ponds, utilities, or other structures; timber harvests not conducted according to required best practices; subdivision of land; clearing large areas of vegetation; etc.
7. Fire and Forest Health: Decisions that effect the greater forest ecosystem or large-scale fire management.
8. Management actions that require public input.


Marie Lenihan Clarke

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II. ADAPTIVE MANAGEMENT

Management of Bonanza Flat Conservation Area is adaptable. Ideally, Section 4 of this plan provides significant guidance for management, but not all situations are predictable. Regardless of management actions identified, the landowner should reach out to Utah Open Lands to provide information, discuss alternatives when appropriate, and strategize best practices. Appropriate Utah Open Lands and Park City Municipal representatives should *both* be involved in each and every step of this process. Scope and scale of the projects at hand will determine who from each organization should be a part of the process incumbent upon Grantor and Grantee to inform, notice, and determine. For example, routine invasive control on a ¼-acre plot could be managed by a UOL Stewardship Assistant and a PC Trails and Open Space staff, but a full-redesign of the trail system and subsequent implementation would garner insight from UOL's Executive Director and board, the PC Council, and detailed input and studies from appropriate experts and should be compliant with all jurisdictional rules and regulations. The following steps should be followed for every adaptive decision:

1. **ASSESS**
    a. Evaluate the problem. The following components must be included in the assessment process:
        i. Determine objectives of the management action.
        ii. Objectives can be small-scale or large-scale, focusing on a small section of land, or effecting the entire Property. A small-scale objective could be "controlling invasive species around Bloods Lake" or "grading the Bonanza Flat Trailhead". A large-scale objective could be allowing backcountry camping.
    b. Determine methods that achieve the objectives.
        i. Compare past projects, employ outside or expert knowledge, and be creative in trying new methods that could be more beneficial or effective than past methods. Best management practices stem from 'lessons learned'. A specific method could be "mowing sage brush stands" or "manual removal of thistle" as opposed to "chemical removal," especially around ecologically sensitive areas like wetlands.
    c. Predict possible outcomes and monitor predictions.
        i. Making educated predictions about management action outcomes is crucial. An example might be prediction that a treatment of mowing sage brush will promote the growth of native grasses and young sage. If later monitoring reveals high levels of invasive species, sage brush mortality or lack of regrowth, future treatments might have to be modified or abandoned.
    d. Determine metrics for success of management actions.
        i. Identifying metrics, establishing proactive pre-action and post-action monitoring, and engaging robust evaluation is critical. Utilize the Baseline Documentation to create initial benchmarks.
    e. Identify uncertainties.
        i. While making an adaptive decision, uncertainties may abound. To minimize unpredictability, the decision maker should distinguish between *need-to-know* and *nice-to-know* facts. For example, it might be nice to know the historic composition of the forest in a certain area, but this information is unlikely to be critical in creating treatments for present issues. A need to know fact would include qualified aspen stand transects with regeneration and recruitment numbers.

2. DESIGN

If there is a lack of clarity in what actions should be taken, experimentation on a small-scale before creating a large-scale management action is recommended. Testing and comparing plausible solutions may help resolve uncertainties in management decisions. The design should address the specific problem or issue, therefore specificity in identifying the problem is key.

3. IMPLEMENT

Implement the designed management solution. Maintain accurate, up-to-date records of progress on the management project. Deviation from the original plan should be recorded, so that the end-result can be effectively evaluated for success. For example, if the original intention for a project is to employ chemical solutions to a section of land to control invasive species, but physical removal of the invasive species is used instead, that should be recorded to evaluate the metrics for success.

4. MONITOR

General monitoring of the Property is a routine best practice that Utah Open Lands employs on all properties on an annual-or-greater basis. In the case of adaptive management solutions, direct monitoring of specific management sites within defined monitoring protocols is vital in assessing project progress and creating future management decisions. Monitoring the same metrics for success across various management tactics will educate land managers on future best-practice solutions. Monitoring protocols should be standardized in a manner that makes decisions comparable via quantitative and qualitative assessments. Indicators to be monitored should be created and documented as a part of Step 1 in the adaptive decision. For example: Yellow Toadflax has spread from the private properties on the SE side of Bonanza Flat Conservation Area on to the open space. As a recorded invasive in the Baseline, a monitor would know where recent Yellow Toadflax spread has occurred, in comparison to the Baseline.

5. EVALUATE

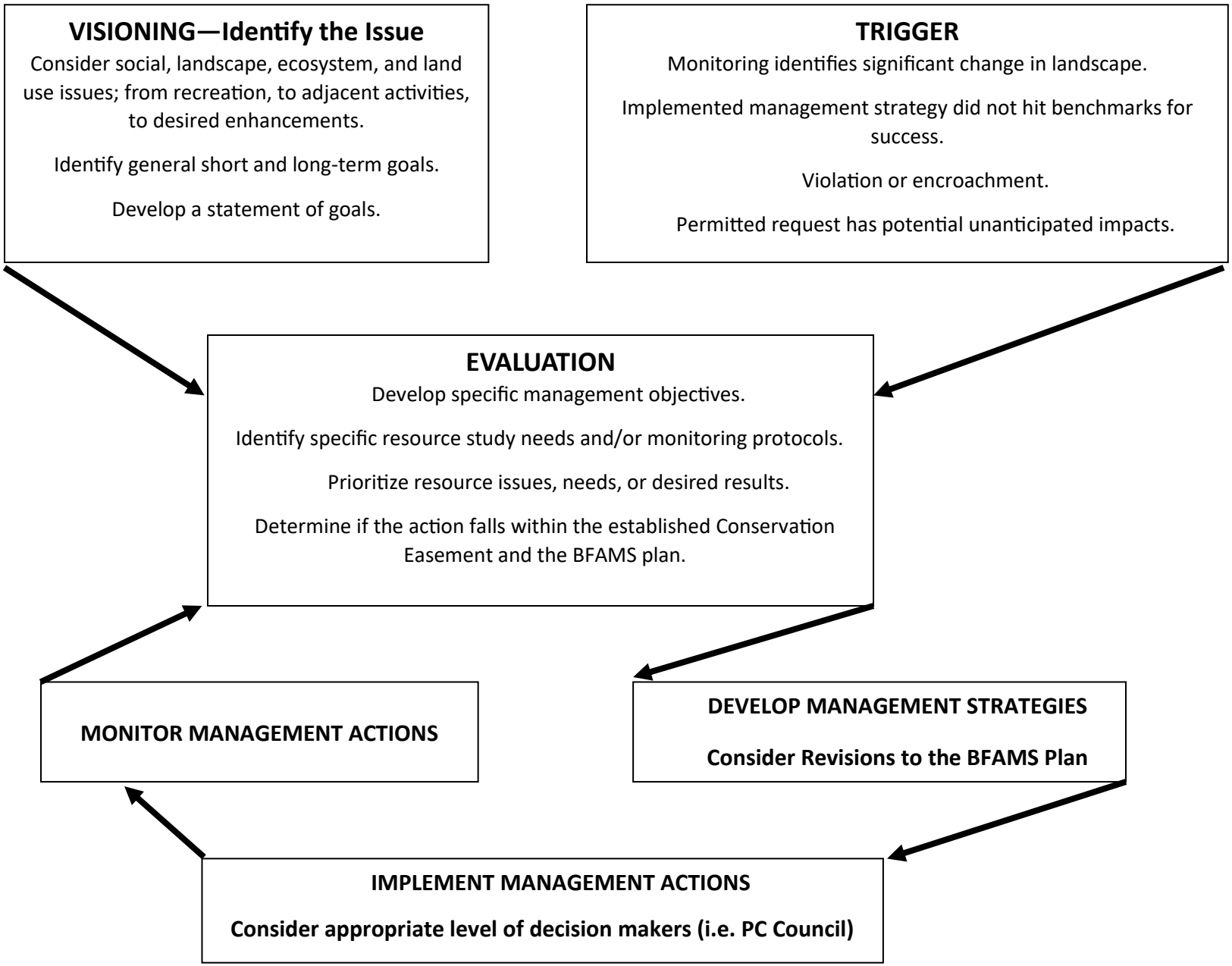
Once reputable and clear data emerges about the metrics from a project, the data should be evaluated. Ideally, monitoring of a project should be ongoing, as frequent as possible, and those metrics will likely change over time. Aforementioned metrics should be updated when possible, and changes can and should be made in management if they will have a positive impact in achieving the specific goals of the project. However, after a solution has been applied to a problem, the results should be compared to the predicted results from Step 1. Evaluation will help create the next set of management solutions.

6. ADJUST

Adaptive management is flexible, adjustable, and should be designed as such. This final step is what makes adaptive management so useful. Evaluating the results of a management decision allows for future adjustment of plans, treatments, and policies implemented on the Property. If some uncertainties identified in Step 1 were not resolved, this is the time to redesign adaptive solutions based on these new findings.

Creating adaptive management solutions can be complicated, and often there will be inter-jurisdictional stakeholder and agency opinions and differing strategies that are offered as solutions to a single problem. Although input from multiple sources may and can be sought, ultimate authority for most decisions shall rest with Park City, provided they inure to the benefit of the Conservation Easement and therefore the protection of the Conservation Values of Bonanza Flat Conservation Area. In the case that there is a disagreement between Park City and UOL stewardship staff regarding any management issue, a higher level of analysis will be triggered that includes UOL's Executive Director, COSAC and the Park City Municipal Council.

THE ADAPTIVE DECISION CHART



II. ADAPTIVE MANAGEMENT - continued

For the purposes of this plan, monitoring efforts have been divided into three discrete categories: annual monitoring, resource monitoring and action monitoring.

III. MONITORING

Annual

Utah Open Lands has a well-defined monitoring policy for the monitoring of conservation easements. Annual monitoring efforts are conducted at minimum of once per year by staff or qualified stewardship individuals with the purpose of evaluating the current condition of Conservation Values for each specific conservation easement. Monitoring combines ground proofing and user input around areas of high use and high levels of sensitivity. Significant off-trail, aerial and boundary monitoring will occur as well. These monitoring efforts may find opportunities or issues not addressed in this plan, which will be provided to the landowner at minimum of an annual basis to incorporate into adaptive management strategies.

Resource Monitoring

Wildlife and habitat monitoring will continue to occur through annual UOL monitoring visits, as well as seasonally when appropriate. By selecting key habitat attributes for monitoring, such as location, size of area, migration corridors and elevation, UOL will be able to track both movement and behavioral patterns of several species over an extended period of time.

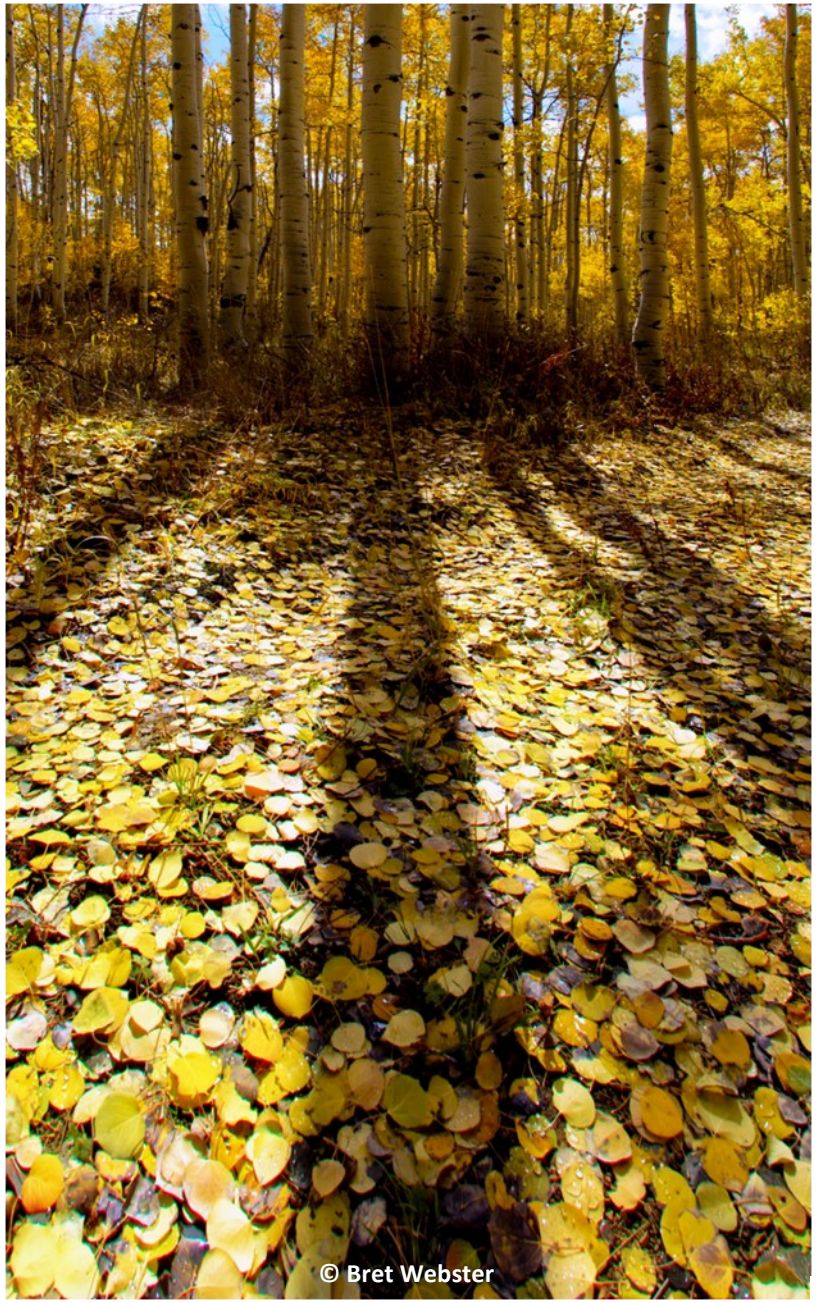
Wildlife habitat will be considered at a landscape level, while also tracking specifics like browse, nesting and roosting activities, population size, etc. Fragmentation, habitat compressing, and identified stressors will be monitored as well.

Decreasing human activity in sensitive areas will decrease habitat damage, and lessen stressors that are human induced. Balancing recreational use and utilizing recreationalists as a tool in management of elk, for example, will aid in sustaining the carrying capacity of the land for all species.

Resource monitoring will create a metric with which to understand the condition of the Conservation Values. The conditions of the recreational trails and improvements (such as signage, kiosks, bridges, etc.) require periodic monitoring in accordance with standard operating procedures. Riparian corridors are defined as areas of high sensitivity, and a specific monitoring protocol will be established to evaluate the health and conditions of such areas. Protocols will include the monitoring of physical, chemical and biological water quality parameters as well as vegetative health. Additional resource monitoring efforts will include bird surveys, water quality testing, invasive weed mapping, wildlife camera traps, parasitic infestation surveys and vegetation transects. In addition to supplementing the annual monitoring, resource monitoring has the benefit of engaging and educating the public the consequences of actions and the tangible value of the conservation resources. Resource monitoring efforts will be implemented by UOL.

Action Monitoring

After deciding to conduct a management action identified in this plan, appropriate monitoring protocols must be implemented to ensure the success of the action. For example, if it is determined that volunteers will be used for the mechanical removal of an invasive weed, proper “before and “after” images should be documented, as well as the condition of the action site during the following year. If it is determined that the action is ineffective in achieving the desired goal or that the action is having unexpected consequences, the BFAMS Plan must be adapted to address the issue. A plan must include specifics about what will be monitored, when, and by whom, as well as an explanation of how possible results of the monitoring will be interpreted for adapting the BFAMS Plan.



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IV. FUTURE MANAGEMENT ACTIONS

Future external pressure on the Property from both natural and man-made sources will necessitate management activities. Climate change, invasive species, nearby habitat destruction, access and population growth all have the potential to change the management priorities to meet the stated goals of the Property. While not an exhaustive description of all future issues, the aforementioned actions should be considered in the long term adaptive management of the Property. Triggers have been defined to initiate the associated management action, although action should be taken preemptively where possible.

Involving UOL early in stewardship decisions helps to ensure good decisions with high probability of being effective and avoiding violations to the Conservation Easement. Some conditions for which it is advisable to engage UOL are listed below:

- Special ecosystem information is desired.
- Conservation Easement language interpretation is needed.
- Expert input is sought.
- Outside funding or other resources are desired.

All major decisions require input from both Park City and Utah Open Lands.



Part of the process when following the BFAMS Plan will be to determine whether a decision that needs to be made is minor or major. Following the BFAMS Plan by implementing its guidelines provides several benefits for Bonanza Flat Conservation Area. It ensures that stewardship decisions are well researched, so that outcomes are as likely as possible to be positive. Implementing the BFAMS Plan provides insurance against violating the terms of the Conservation Easement; the possibility of violating the Conservation Easement is much smaller when the BFAMS is implemented.

V. FUTURE DOCUMENTATION

Documentation informs stewardship. Experience shows that documentation can be difficult and subjective. Therefore it is essential that documentation include the following set of criteria:

- Complete – will include all necessary information.
- Standard – will contain the same elements for every decision.
- Real-time – completed during the decision process rather than afterwards.
- Concise – components need to be as simple as possible, focused on important information.
- Archived – the product will be saved and referenced.
- Easy – To be useful, the documentation process needs to be as easy as possible.

VI. ACTION TYPES

Management actions should be evaluated for need, timing, potential benefits, costs, and risks. Questionable, arbitrary, or unnecessary actions should be readily put aside or re-evaluated.

Conservation action is a category of action intended to solve apparent ecosystem problems. An example of this type of action is the removal of dead Douglas-fir trees that have been infested with Douglas-fir beetles. Conservation actions should have a high probability of solving or preventing the problem with as low of a risk as possible for exacerbating the problem or for causing other problems for Conservation Values. It should be noted that conservation actions are intended to protect high quality Conservation Values. Successful conservation actions will favor a self-sustaining, healthy ecosystem.

Community action is a category of action intended to solve community recreation, safety, education or human activities which may conflict with other Conservation Values. These actions could affect the ecosystem but are not taken in response to immediate or foreseeable ecosystem issues. An example of this type of action is creation of a new trail to expand certain recreational opportunities. Community actions should avoid impacts to other Conservation Values.

VII. PROHIBITED USES

CAMPING

- Camping is defined in the Conservation Easement as a prohibited use, unless it is in conjunction with an authorized use.
- Man-made fires are also prohibited, except in connection with fire suppression activities permitted within the Conservation Easement.
- As such, signage should be posted at all trailheads and sites of past camping that inform users of the camping and man-made fire restrictions.
- Consistent monitoring of area for signs of camping, particularly in areas of historical use will be conducted regularly.
- Denuded land will be raked, revegetated and restored.

DESIRED OUTCOME

- As a result of camping prohibition:
    - Trash along popular camping areas will be eliminated.
    - Watershed values will be protected as human waste as a result of camping is eliminated.
    - Ecosystem health improved in restored areas.





During the compilation of the Resource Inventory research, cars and campers were spotted in places along with campfires rings. Fire rings were found in the Bloods Lake Trailhead and Bonanza Flat Trailhead, around Bloods Lake, Lake Lackawaxen and other areas. Denuded areas of land around these campfire rings were a common result.

VII. PROHIBITED USES - continued

SNOWMOBILE USE

Motorized use is prohibited on the property except on designated roads and safety corridors. A consideration to provide safety corridors when travel on existing roads creates hazardous conditions to ensure passage to adjacent private and recreational lands, allows for minimal snow mobile use. Safety corridors can be designated at the discretion of the landowner in consultation with Utah Open Lands.



MANAGEMENT STRATEGY

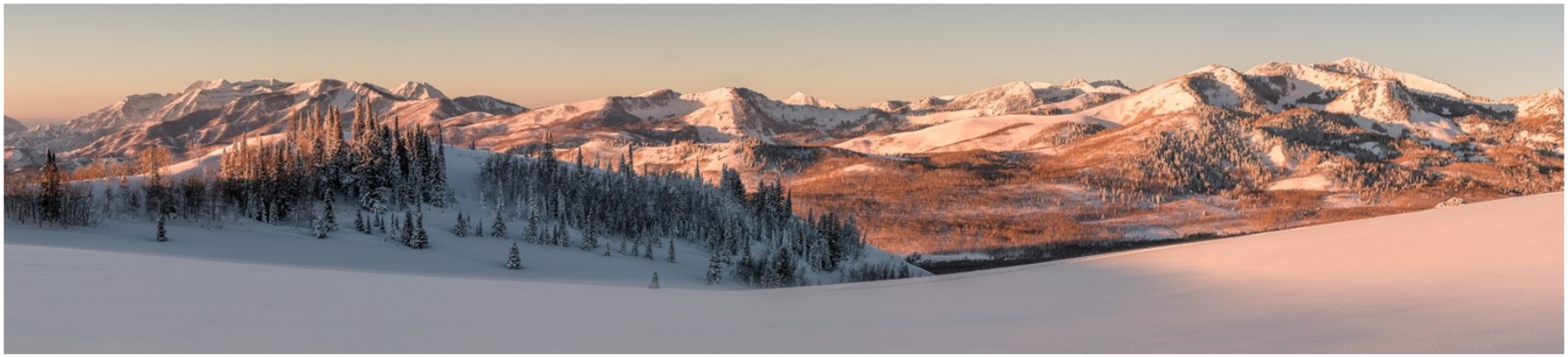
- Creation of designated safety corridors.
- Permit motorized use on existing paved roads where appropriate.
- Prohibit recreational use.
- Monitor corridors and property frequently for improper use.
- Request users of the safety corridor have vehicles in sound working order.
- Install gates, flagging, poles and reflective markers that indicate access points, corridors and designated routes to facilitate safety use.
- Post signage at and along corridors that explicitly states prohibition of recreational use.
- Any safety corridors noted for snowmobile use on the Property shall avoid impact to wetlands.
- Post educational signage at access points .

DESIRED OUTCOME

- Minimized conflict between snowmobile use and other recreational uses.
- Restoration of areas traditionally overused by snowmobiles.
- Conservation Values maintained by reduction of sound pollution, traffic, and broken vehicles left on property.
- Conservation Values maintained by reduction of wetland disturbance, and watershed pollution.
- Greater safety behavior, use, awareness and practices.
- Eliminated hazardous behavior, like high marking and avalanche triggering.
- Eliminated wildlife harassment and stress.

CONCLUSION

Adaptive responses will remain a vital part of protecting the Bonanza Flat Conservation Area's unparalleled value. It is the hope that adjacent landowners, along with the general public, will reflect on how their engagement in and around Bonanza Flat impacts the collective conservation of this landscape. Adapting management decisions based on stewardship will create a dynamic, fluidity to this Plan. Honoring the intention of its preservation is the goal of this Plan from the Conservation Easement to the implementation of trailheads and a defined trail system. From watershed and snow storage values, to multiple recreational pursuits, careful management is the goal of this plan to ensure that this land is as unique and valuable for future generations as it is today. The protection of the delicate interplay of the ecological system on Bonanza Flat Conservation Area while providing for meaningful engagement through recreational experiences will require that all users become best stewards.



BONANZA FLAT CONSERVATION AREA
ADAPTIVE LAND MANAGEMENT PLAN

PREPARED BY:

UTAH OPEN LANDS CONSERVATION ASSOCIATION
1488 S MAIN ST, SLC, UT 84115

(801) 463-6156
www.UtahOpenLands.org

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Caitlyn Barhorst
Submitting Department: Planning
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Ratify the Findings of Fact and Conclusions of Law for the Denial of the Proposed Conditional Use Permit Located at 901 Woodside Avenue
(A) Action

Suggested Action:

Attachments:
901 Woodside Avenue CUP Ratification Staff Report

Exhibit A: Findings of Fact and Conclusions of Law

City Council Staff Report

Planning Department

Subject:	**901 Woodside Avenue – Construction of a Private Driveway within a Platted, Unbuilt City Street**
Project Number:	**PL-19-04152**
Author:	**Caitlyn Barhorst, Historic Preservation Planner**
Date:	**January 9, 2020**
Type of Item:	**Administrative – Conditional Use Permit**

Recommendation

Staff recommends the City Council review and consider ratifying the Findings of Fact and Conclusions of Law for the denial of the proposed Conditional Use Permit located at 901 Woodside Avenue pursuant to the comments and direction provided at the December 19, 2019 City Council meeting.

Description

Applicant:	Jerry Fiat for 901 Woodside LLC, represented by Jonathan DeGray, Architect
Location:	901 Woodside Avenue
Designation:	Landmark Historic Site
Zoning District:	Historic Residential (HR-1) Zoning District
Adjacent Land Uses:	Single-Family, Multi-Family, Commercial
Reason for Review:	Ratification of Findings of Fact and Conclusions of Law for the denial of the proposed Conditional Use Permit

Proposal

For the Conditional Use Permit proposal and LMC analysis, see the December 19, 2019 City Council Call-Up Staff Report (page 792).

Exhibits

Exhibit A: Findings of Fact and Conclusions of Law

January 9, 2020

901 Woodside LLC
CO: Jerry Fiat
P.O. Box 4581
Park City, UT 84060

NOTICE OF CITY COUNCIL ACTION

Application #:	PL-19-04152
Subject:	901 Woodside Avenue – Conditional Use Permit (CUP) for the Construction of a Private Driveway Within a Platted, Unbuilt City Street
Address:	901 Woodside Avenue
Action Taken:	Denied
Date of Action:	January 9, 2020

On December 19, 2019, the City Council denied the 901 Woodside Avenue Conditional Use Permit for the Construction of a Private Driveway Within a Platted, Unbuilt City Street. This decision was based on the following Findings of Fact and Conclusions of Law.

Findings of Fact:

1. The subject property is located at 901 Woodside Avenue is located in the Historic Residential (HR-1) Zoning District, and is listed as Landmark on the Park City Historic Sites Inventory (HSI).
2. The Landmark Historic Structure at 901 Woodside Avenue is a Single-Family Dwelling. A Single-Family Dwelling is an Allowed Use in the HR-1 Zoning District.
3. The applicant proposed to construct a heated concrete private driveway, a public staircase built with metal grate treads, and a public pedestrian path within a platted un-built city street. The driveway and path were proposed to be constructed of a heated concrete, and the path would be a colored concrete, separated from the driveway by a landscape partition along Woodside, and raised from the driveway with a 6” (six inch) curb.
4. A Historic District Design Review (HDDR) application is currently under review for the complete Restoration and Rehabilitation of the Historic Structure which includes Disassembly and Reassembly (Panelization) and construction of a basement addition within the Building Setbacks.
5. On August 7, 2019, the Historic Preservation Board reviewed and approved the Material Deconstruction and Disassembly and Reassembly (Panelization) of the

Landmark Historic Site.

6. The Conditional Use Permit (CUP) application, for both the Building Setback Exception for the addition to the Historic Building, and the construction of the Private Driveway (PL-19-04152), was deemed complete on April 19, 2019.
7. On August 14, 2019 Planning Commission approved the CUP for the Building Setback Exception for the addition to the Historic Building.
8. A revised site plan for the driveway proposal was submitted on October 26, 2019.
9. At the November 13, 2019 Planning Commission meeting, the 901 Woodside Conditional Use Permit for the Construction of a Private Driveway Within a Platted, Unbuilt City Street failed with a 3-3 split vote.
10. Per LMC 15-1-18(K), the City Council may call up any Final Action taken by the Planning Commission for review by the Council. On November 21, 2019, the City Council motioned for a call-up for the 901 Woodside Conditional Use Permit and the motioned passed with a four-to-one (4-1) vote.
11. On December 19, 2019, the City Council reviewed the application and directed staff to prepare Findings of Fact and Conclusions of Law for denial of the 901 Woodside Avenue Conditional Use Permit for the Construction of a Private Driveway Within a Platted, Unbuilt City Street.
12. Per LMC 15-2.2-4 the Planning Commission shall review any CUP application in the HR-1 District per the review criteria outlined in LMC 15-1-10(E).
13. **Per LMC 15-3-5, the proposal is subject to the Standards for Private Driveways Within Platted, Unbuilt City Streets. Analysis as follows:**
14. Per *LMC 15-3-5(A) The driveway shall not exceed ten percent (10%) Slope.* Complies, as the driveway was proposed at a three percent (3%) Slope.
15. Per *LMC 15-3-5(B) Adequate snow storage Area along the downhill side and/or end of the driveway shall be provided.* City Council found the proposal did not comply as it did not take into account the additional snow storage needed for the driveway and/or paved pathway when the snow melt system is not in use.
16. Per *LMC 15-3-5(C) The driveway must be paved with asphalt or concrete.* The proposal complies as the applicant proposed to construct the driveway and public pedestrian path out of heated concrete.
17. Per *LMC 15-3-5(D) The driveway must not pre-empt any existing physical parking, which may occur in the platted Street. If the platted Street has been improved to provide Public Parking, then any driveway proposal must replace such parking with new Public Parking of equal or better convenience and construction.* City Council found the proposal did not comply as the driveway pre-empts the existing parking within the Woodside Avenue and 9th Street Right-of-Ways.
18. Per *LMC 15-3-5(E) The driveway and related improvements such as retaining walls shall be designed and built to minimize present and future conflict with public utilities and stairs.* The proposal complies as the applicant designed the driveway proposal after discussion with the City Engineer as well as the comments made at previous Planning Commission meetings. The retaining walls for the site grading have been stepped to reduce the mass, and the applicant is proposing to construct a Public

pathway and staircase to minimize conflicts with future stairs.

19. Per *LMC 15-3-5(F) The driveway construction requires a Conditional Use Permit, Section 15-1-10.* The proposal does not comply as the Conditional Use Permit has been denied.
20. Per *LMC 15-3-5(G) An encroachment permit for the driveway is required.* The Conditional Use Permit has been denied; therefore no encroachment permit is required.
21. Per *LMC 15-3-5(H) Private utilities, including snow melt devices, within the platted City Street require approval by the City Engineer.* Complies, Building Permit applications require the review of the City Engineer prior to issuance.
22. **Per LMC 15-1-10(E), the proposal is subject to review according to the Conditional Use Permit Criteria. Analysis as follows:**
23. There are no unmitigated impacts to *LMC 15-1-10(E)(1) Size and location of the site.* The Lot is 1,875 square feet (0.04 acres). The site is located on Woodside Avenue (north east property boundary) and abuts the Platted Public Right of Way of 9th Street to the south east. This is an existing Historic Single-Family Dwelling. This proposal does not extend the allowable Building Footprint, Lot size, Building Pad, or Building Envelope.
24. There are no unmitigated impacts to *LMC 15-1-10(E)(2) Traffic considerations including capacity of the Existing Streets in the Area*. There is no change in Use that would generate additional vehicular trips beyond the current and Historic Single-Family use.
25. There are no unmitigated impacts to *15-1-10(E)(3) Utility capacity, including Storm Water run-off.* The proposal does not change the current allowed Use of a Single-Family Dwelling.
26. There are no unmitigated impacts to *LMC 15-1-10(E)(4) Emergency vehicle Access* as there is no obstruction that would prohibit Emergency vehicle Access.
27. City Council found the proposal cannot be substantially mitigated in accordance with *LMC 15-1-10(E)(5) Location and amount of off-Street parking.* The proposed driveway will likely be used for parking given the design and limited amount available and there is no reasonable enforcement mechanism that can be imposed as a Condition to regulate no parking within the proposed driveway.
28. City Council found the proposal cannot be substantially mitigated in accordance with *LMC 15-1-10(E)(6) Internal vehicular and pedestrian circulation system*. The turning radius study does not account for larger vehicles' ability to access the garage.
29. City Council found the proposal cannot be substantially mitigated in accordance with *LMC 15-1-10(E)(7) Fencing, Screening, and landscaping to separate the Use from adjoining Uses.* The staircase is proposed to be constructed next to the neighboring property at 839 Woodside Avenue and the proposal does not reasonably separate the adjoining Use from the public pedestrian access Use.
30. There are no unmitigated impacts to *LMC 15-1-10(E)(8) Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots.* The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not change

the building mass, location, or orientation. The proposed basement with side garage entry and driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade. No increase in Building Footprint will be achieved through the addition of the subject basement area. The proposed design incorporates stepped site grading in order to reduce the perceived bulk. No change to the Building's orientation is proposed.

31. City Council found the proposal cannot be substantially mitigated in accordance with *LMC 15-1-10(E)(9) usable Open Space*. The proposal alters the usable Open Space by reducing the apparent amount of Open Space, Natural (as defined in the Land Management Code), located within the Platted, Unbuilt City Street.
32. City Council found the proposal cannot be substantially mitigated in accordance with *LMC 15-1-10(E)(10) Signs and lighting*. The proposal included a sign noting the pathway is for public access as well as a sign for no parking on the driveway. However, given the proposed design and likely use, there is no reasonable enforcement mechanism that can be imposed as a Condition to regulate no parking within the proposed driveway. The lighting has not been addressed in the proposal.
33. There are no unmitigated impacts to *LMC 15-1-10(E)(11) Physical design and Compatibility with surrounding Structures in mass, style, design, and architectural detailing.* The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not impact the compatibility with surrounding structures. The proposed basement addition with side garage entry and driveway preserves the Landmark Site's Historic character and front façade.
34. There are no unmitigated impacts to *LMC 15-1-10(E)(12) Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site*. The proposal of the constructed pathway and stairway may increase the pedestrian accessibility, but the current Use is a pedestrian corridor and that is not proposed to be changed.
35. There are no unmitigated impacts *to LMC 15-1-10(E)(13) Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas.* There are no changes in Use that will impact this item.
36. There are no unmitigated impacts to *LMC 15-1-10(E)(14) Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities.* This proposal does not change the current allowed Use of a Single-Family Dwelling.
37. There are no unmitigated impacts to *LMC 15-1-10(E)(15) Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site.* The improvements are proposed to be appropriately re-graded and the construction of the retaining walls is consistent with the design of other driveway access designs in the Historic District.
38. There are no unmitigated impacts to *LMC 15-1-10(E)(16) reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding*. This proposal has been reviewed for

consistency with the Goals and Objectives of the Park City General Plan. The General Plan establishes several goals and objectives including, but not limited to:

- Goal 15: Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations.
    - The proposal preserves the integrity of the Landmark Historic Site by not altering the primary façade of the Structure. The design respects the massing and scale of the Historic Structure and is compatible with the Design Guidelines for Historic Districts and Historic Sites.
- Objective 15A: Maintain the integrity of historic resources within Park City as a community asset for future generations, including historic resources locally designated on the Park City Historic Sites Inventory and its two National Register Historic Districts – the Main Street Historic District and the Mining Boom Era Residences Thematic District.
    - The integrity of the Historic Site is retained through the proposed garage location on the secondary (side) façade. A garage entry in the front façade is not consistent with the Design Guidelines for Historic Districts and Historic Sites, as the site character, front entry, and primary façade would not be retained and preserved.
- Objective 15B: Maintain character, context and scale of local historic districts with compatible infill development and additions.
    - The design of the garage addition is consistent with the Design Guidelines for Historic Districts and Historic Sites and maintains the context of the site and surrounding neighborhood through maintaining the maximum allowed 12ft driveway curb cut.

39. On December 5, 2019 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on December 4, 2019 according to requirements of the Land Management Code.

Conclusions of Law

1. The application does not comply with all requirements of the Park City Land Management Code and Conditional Use Permit review criteria as established by the LMC 15-1-10 and LMC 15-3-5.
2. The proposed Conditional Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards.

Sincerely,

Andy Beerman, Mayor
Park City Municipal Corporation

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Ordinance
Agenda Section:

Subject:
Consideration to Approve Ordinance 2020-01, an Ordinance Approving the 2020 Regular Meeting Schedule for City Council
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Annual Meeting Notice Ordinance

Ordinance 2020-01

An Ordinance Giving Notice of a Regular Meeting Date, Time, and Location for Meetings of the City Council, Redevelopment Agency, Municipal Building Authority, Housing Authority and Water Service District of Park City, Utah, for 2020

The regular meetings of the Park City Council, Redevelopment Agency, Municipal Building Authority, Housing Authority and Water Service District shall be held on Thursdays at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, at 6:00 p.m., except when there is no quorum, no pending business or the regular meeting date falls on a holiday. The 2020 meeting schedule for the above agencies is as follows:

January 9, 16, 30	July 9, 16, 30
February 6, 27	August 6
March 5, 19, 26	September 17, 22 (Tuesday)
April 9, 16, 30	October 1, 13 (Tuesday), 29
May 14, 21	November 12, 19
June 4, 18, 25	December 10, 17

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 9th day of January, 2020.

PARK CITY MUNICIPAL CORPORATION

_____
Andy Beerman, MAYOR

ATTEST:

_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

City Council Staff Report

PLANNING DEPARTMENT

Subject: Lilac Hill East Subdivision
Author: Caitlyn Barhorst, Historic Preservation Planner
Project Number: PL-19-04332
Date: January 9, 2020
Type of Item: Administrative – Subdivision Plat

Summary Recommendations

Staff recommends City Council review and hold a public hearing for the Lilac Hill East Subdivision located at 729, 741, 747, 751, 755 Rossie Hill Drive, and approve the Final Subdivision Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant:	Lilac Hill LLC, represented by Watanabe Ventures LLC
Location:	729, 741, 747, 751, 755 Rossie Hill Drive (PC-546-547)
Zoning:	HRL (Historic Residential- Low Density)
Adjacent Land Uses:	Residential- Single family, duplex, and multi-family
Reason for Review:	Subdivision Plats require Planning Commission review and City Council review and action.

Executive Summary/ Proposal

The owner requests this Subdivision Plat in order to create five (5) Lots of record and to develop the site. The legal description of the property is:

> ALL OF GOVERNMENT LOTS 29 & 30 SEC 15 T2S, R4E, SLB&M
> ALSO SOMETIMES KNOWN AND DESCRIBED AS FOLLOWS:
> 13TH AND 14TH HOUSES SOUTH SIDE IN DEER VALLEY, PARK CITY;
> 15TH HOUSE REAR SOUTH SIDE IN DEER VALLEY, PARK CITY.

The three (3) properties currently identified on the Park City Historic Sites Inventory as 622, 652, 660 Rossie Hill Drive are proposed to be addressed as 755, 729, 741 Rossie Hill Drive, respectively.

The houses have never had street address numbers, and the Historic Sties referenced as 652 and 660 Rossie Hill Drive on the City's Historic Sites Inventory are the addresses of two condominiums to the southeast of this site. 652 Rossie Hill Drive is the street address number of Unit 2 of the Tahoma Condominiums (TAHOMA-2); and 660

Rossie Hill Drive is the street address number of Unit 1 Building 1 of the Quicksilver Condominium (QS-1).

District Purpose

The purpose of the HRL District is to:

A. reduce density that is accessible only by substandard Streets so these Streets are not impacted beyond their reasonable carrying capacity,
B. provide an Area of lower density Residential Use within the old portion of Park City,
C. preserve the character of Historic residential Development in Park City,
D. encourage the preservation of Historic Structures,
E. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods.
F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment, and
G. define Development parameters that are consistent with the General Plan policies for the Historic core.

Background

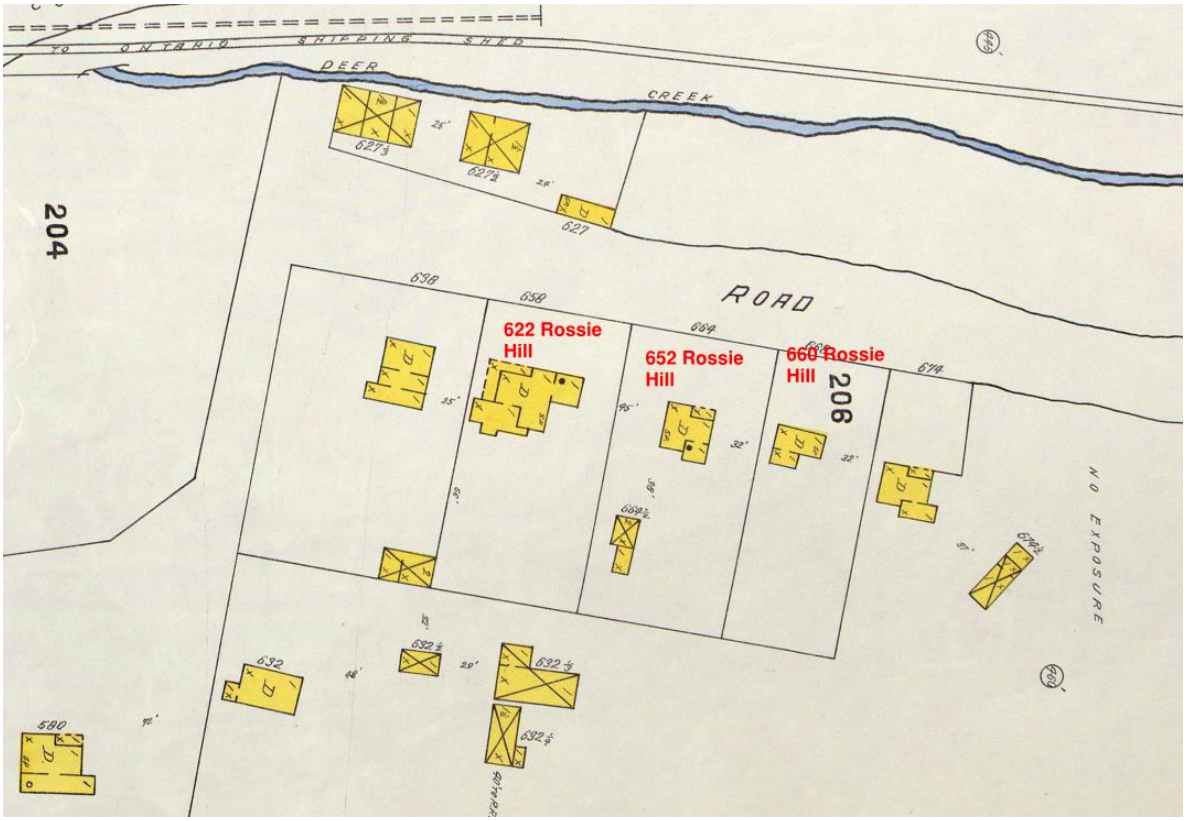
The application for the Lilac Hill East Subdivision located at (Unaddressed) All of Government Lots 29 and 30 SEC 15 T2S, R4E, SLB&M (PC-546-547) was deemed complete on September 23, 2019. The property is in the Historic Residential- Low Density (HRL) District.

The three (3) existing houses are listed on the Park City Historic Sites Inventory (HSI) and all three (3) are designated as Landmark Sites. All three (3) Historic Sites were not in the surveyed area by the Sanborn Fire Insurance Maps until 1907 but were likely constructed in the 1890s, as most of the similar residential housing types in Park City were also constructed in that time period. Both 622 and 652 Rossie Hill Drive are “T” or “L” cottage style, and 660 Rossie Hill Drive is a Rectangular “Hall-Parlor” style.

All three (3) Historic Sites are required to abide by the Design Guidelines for Historic Districts and Historic Sites and any project will be reviewed by the Historic Preservation Board through the Historic District Design Review application process.

The properties were initially constructed on mining claims, and the land came to be held by the Bureau of Land Management (BLM). In November 2018, the BLM granted a land patent to the Richard Dennis, Pamela Ann Fisher, and Paula Marie Bond for the property (**Exhibit E**).

Figure 1: *1907 Sanborn Fire Insurance Map showing the location of the three (3) Historic Sites*



On February 16, 2017 the land was rezoned from RM to HRL through Ordinance 2017-05. The rezone changed the required minimum Lot Area. The RM District allowed eleven (11) units (using the minimum Lot Area of 2,812 sq ft for a single family dwelling). The HRL District allows eight (8) units (using the minimum Lot Area of 3,750 sq ft) when calculated based on minimum Lot Area and the total square footage of the parcel, not considering the placement of the Historic Structures.

Figure 2: *Concept massing of existing Historic houses.*

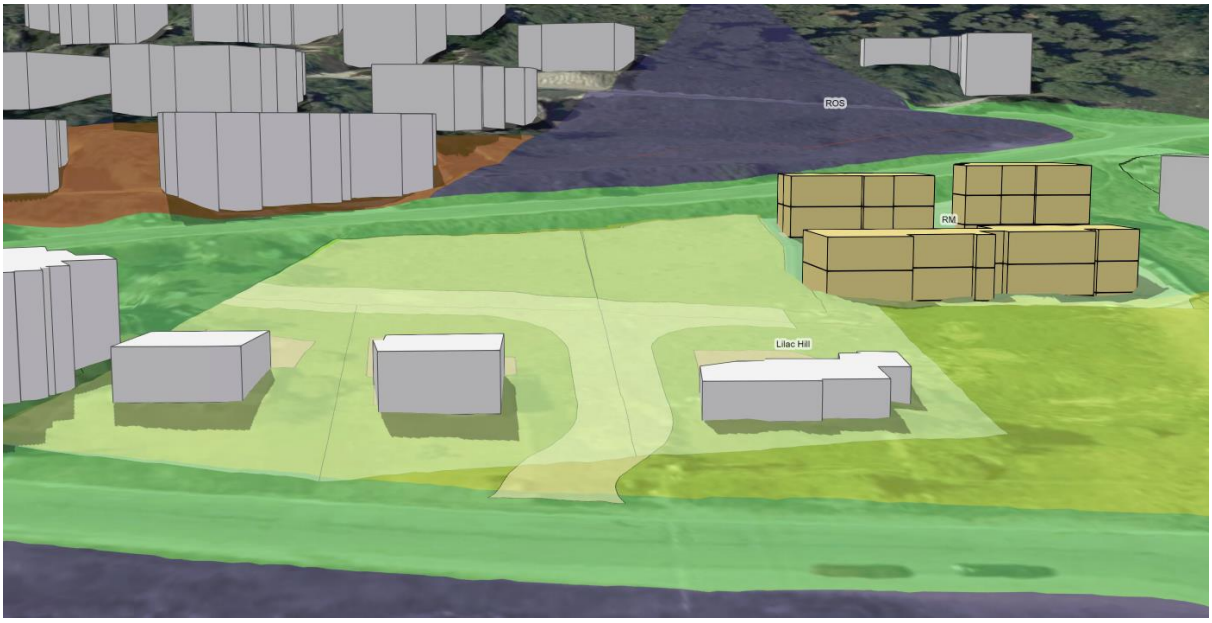


Figure 3: *Concept massing of allowable building footprint of the proposed five (5) Lots with three (3) Historic houses and additions.*



Staff has been unable to provide a history of applications and permits regarding the three (3) Historic Sites. No permits or applications could be found under the parcel number PC-546-547.

The houses have never had street address numbers, and the Historic Sites referenced as 652 and 660 Rossie Hill Drive on the City's Historic Sites Inventory are the addresses of two condominiums to the southeast of this site. 652 Rossie Hill Drive is the street address number of Unit 2 of the Tahoma Condominiums (TAHOMA-2); and 660 Rossie Hill Drive is the street address number of Unit 1 Building 1 of the Quicksilver Condominium (QS-1).

At the November 13, 2019 Planning Commission meeting, this item was continued to December 11, 2019 (Staff Report page 33). At the December 11, 2019 meeting, Planning Commission waived the Preliminary Plat requirement pursuant to LMC 15-7.1-3 and forwarded a positive recommendation with proposed Condition of Approval #10 and #11 (Staff Report page 315).

Analysis

The proposed Major Subdivision has been reviewed for compliance with the following Land Management Code Sections: 15-2.1 Historic Residential-Low Density (HRL) District; 15-7 Subdivision General Provisions; 15-7.1 Subdivision Procedures; 15-7.3 Requirements For Improvements, Reservations and Design; 15-12-15(B)(4) Subdivision

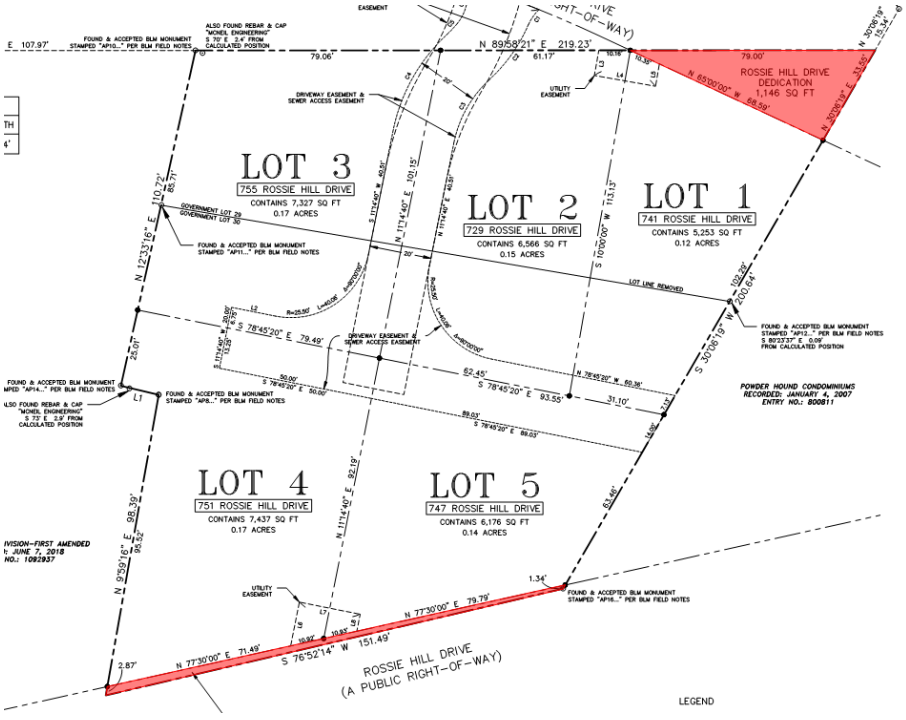
Approval; and 15-12-15(B)(9) Subdivision and Condominium Plat and Plat Amendment Review.

The proposed Subdivision Plat creates five (5) Lots of record from the existing government lot containing 0.79 acres. The proposal is as follows:

- Lot 1: Proposed address of 741 Rossie Hill Drive. Consisting of the existing Historic Site addressed as 660 Rossie Hill Drive and containing 5,253 sq ft.
- Lot 2: Proposed address of 729 Rossie Hill Drive. Consisting of the existing Historic Site addressed as 652 Rossie Hill Drive and containing 6,566 sq ft.
- Lot 3: Proposed address of 755 Rossie Hill Drive. Consisting of the existing Historic Site addressed as 622 Rossie Hill Drive and containing 7,327 sq ft.
- Lot 4: Proposed address of 751 Rossie Hill Drive. Contains 7,437 sq ft,
- Lot 5: Proposed address of 747 Rossie Hill Drive. Contains 6,176 sq ft.

A portion of Rossie Hill Drive cuts across the northeast corner of the site (1,146 sq ft) as well as across the south portion of the site (275 sq ft). Both portions of Rossie Hill Drive will be dedicated to the City with this Subdivision Plat, and the street dedication shall be noted on the recorded plat, as reflected in Condition of Approval #3.

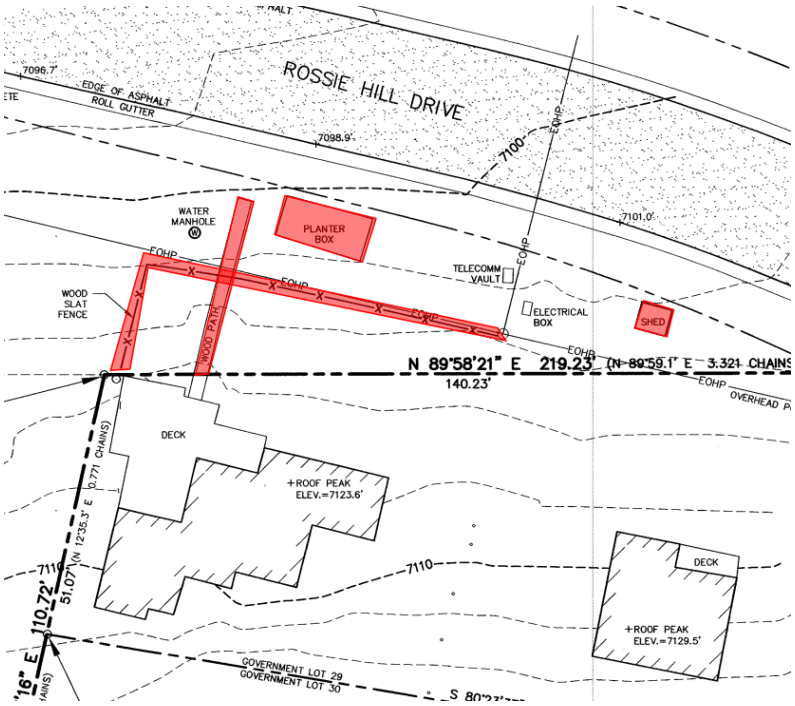
Figure 4: *Street dedication areas shown in red.*



Encroachments

The wood slat fence, wood path, planter box, and shed encroach into the neighboring property PC-750-1-X that is owned by the City. The applicant shall either remove the encroachments or enter into an encroachment agreement prior to recordation of this Subdivision Plat, as seen in Condition of Approval #6.

Figure 5: *Encroachments shown in red.*



The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore is not regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law. Staff has included this as Condition of Approval #7.

Single-family dwellings are an allowed use in the HRL District. The minimum Lot Area is 3,750 square feet. The proposed Lots meet the minimum Lot Area. The minimum width of a Lot is thirty-five (35'), measured fifteen feet back from the Front Lot Line. The proposed Lots meet the minimum Lot width.

Table 1: Lot and Site Requirements.

LOT	LOT AREA	LOT WIDTH	SIDE SETBACK	LOT DEPTH	FRONT/ REAR SETBACKS
LOT 1	5,253 SQ FT	63'-2"	5ft (total of 18ft)	102.29'	15 ft (total of 30ft)

LOT 2	6,566 SQ FT	61'-7"	5ft (total of 14ft)	101.15'	15 ft (total of 30ft)
LOT 3	7,327 SQ FT	79'-5"	10ft (total of 24ft)	85.71'	12ft (total of 25 ft)
LOT 4	7,437 SQ FT	79'-11"	10ft (total of 24ft)	92.19'	12ft (total of 25 ft)
LOT 5	6,176 SQ FT	88'-5"	10ft (total of 24ft)	63.46'	10ft (total of 20 ft)

[1] *This represents the size of the lot after the street dedication.*

Table 2: Maximum Building Footprint for each Lot.

LOT	LOT AREA	MAX. BUILDING FOOTPRINT
LOT 1	5,253 SQ FT	1,955.16 SQ FT
LOT 2	6,566 SQ FT	2,270.04 SQ FT
LOT 3	7,327 SQ FT	2,427.1 SQ FT
LOT 4	7,437 SQ FT	2,448.36 SQ FT
LOT 5	6,176 SQ FT	2,182.52 SQ FT

The three (3) properties at 622, 652, 660 Rossie Hill Drive are designated as Landmark on the Historic Sites Inventory (HSI). Any work involving the three (3) Historic Sites will require a Historic District Design Review (HDDR) application and necessary approvals from the Historic Preservation Board per LMC 15-11. Any development on proposed Lots 4 and 5 will also require HDDR approval to ensure compliance with the Design Guidelines for Historic Sites.

Staff and the applicant have worked through iterations of the design in order to reduce the amount of paved driveway surface to preserve the Historic character of the site to the greatest extent possible. See **Exhibit F** for examples of the various designs provided by the applicant. The current driveway width was reduced from twenty-five feet (25') to twenty feet (20') which meets the minimum width as required by fire code.

The access road grades are proposed to be less than fourteen percent (14%). Current standards would prohibit any roads over 10% from being converted to public Rights of-Way. Neither Planning nor Engineering staff would recommend accepting any part of the private drive as a public Right-of-Way in the future.

Staff finds the proposal complies with LMC 15-3-3(H) Off Street Parking requires a minimum width requirement of ten feet (10') and a maximum total width of twenty-seven feet (27'). As this driveway accesses all five (5) Lots, the requirements of not exceeding twelve (12') feet in width per LMC 15-13-2 Design Guidelines for Historic Residential Sites is not required.

Staff finds in order to mitigate the impacts of the paved twenty (20) foot wide driveway required by fire code, a setback of ten feet (10') from the Driveway Easement should be required, per Condition of Approval #5. The applicant has agreed to this Condition of Approval.

The City Engineer will require the applicant to grant one (1) – ten foot (10') snow storage easements along the south property line along Rossie Hill, per Condition of Approval #4.

Good Cause

Staff finds good cause for this Subdivision Plat as the proposed Subdivision complies with the Land Management Code zoning requirements, and a public snow storage easement will be provided along Rossie Hill. The Subdivision is classified as a Major Subdivision according to LMC 15-7.1-3(A)(2), as it is proposing five (5) separate Lots. No Rehabilitation of the Historic Sites can occur without this Subdivision Plat as there is no existing legally subdivided lot. If the Subdivision is not approved, the applicant cannot move forward with Historic District Design Review (HDDR) applications to rehabilitate the Historic Sites.

Department Review

This project has gone through an interdepartmental review.

Notice

On October 30, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on October 26, 2016, according to requirements of the Land Management Code. At the December 5, 2019 City Council meeting this item was continued to January 9, 2020. (Staff Report).

Public Input

Public input can be seen in **Exhibit J**.

Process

The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC § 15-1-18.

Alternatives

- The City Council may approve the Lilac Hill East Subdivision Plat, as conditioned or amended; or
- The City Council may deny the Lilac Hill East Subdivision Plat, and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the Lilac Hill East Subdivision Plat, and request additional information or analysis in order to make a recommendation; or
- The City Council may remand the Lilac Hill East Subdivision Plat to the Planning Commission with specific direction.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the recommended action

Consequences of not taking Staff's recommendation are that the three (3) Historic Sites cannot be rehabilitated without a Subdivision to create Lots, and no snow storage easement would be granted.

Recommendation

Staff recommends the City Council review and hold a public hearing for the Lilac Hill East Subdivision located at 729, 741, 747, 751, 755 Rossie Hill Drive, and approve the Final Subdivision Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A: Draft Ordinance with Proposed Plat (Attachment 1)
Exhibit B: Survey
Exhibit C: County Tax Map
Exhibit D: Aerial Photographs and Site Photographs
Exhibit E: BLM Land Patent No. 43-2019-0001
Exhibit F: Site Design Iterations
Exhibit G: 622 Rossie Hill Historic Site Inventory form
Exhibit H: 652 Rossie Hill Historic Site Inventory form
Exhibit I: 660 Rossie Hill Historic Site Inventory form
Exhibit J: Public Input

Exhibit A – Draft Ordinance

Ordinance No. 2020-02

AN ORDINANCE APPROVING THE LILAC HILL EAST SUBDIVISION LOCATED AT 729, 741, 747, 751, 755 ROSSIE HILL DRIVE, PARK CITY, UTAH.

WHEREAS, the property owners of the property located at all of Government Lots 29 and 30 SEC 15 T2S, R4E, SLB&M (PC-546-547) have petitioned the City Council for approval of the Subdivision; and

WHEREAS, on October 30, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on October 26, 2019, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, 652 Rossie Hill Drive is the street address number of Unit 2 of the Tahoma Condominiums (TAHOMA-2); and

WHEREAS, 660 Rossie Hill Drive is the street address number of Unit 1 Building 1 of the Quicksilver Condominium (QS-1); and

WHEREAS, on November 27, 2019 the Summit County GIS Coordinator confirmed the addresses for the proposed Subdivision Plat; and

WHEREAS, the three (3) properties currently identified on the Park City Historic Sites Inventory as 622, 652, 660 Rossie Hill Drive shall be identified as 755, 729, 741 Rossie Hill Drive, respectively; and

WHEREAS, Ordinance 2017-05 is an Ordinance approving a Zoning Map amendment from Residential Medium (RM) District to Historic Residential Low-Density (HRL) District; and

WHEREAS, the Planning Commission held a public hearing on December 11, 2019, to receive input on the Preliminary Subdivision; and

WHEREAS, the Planning Commission, on December 11, 2019, forwarded a positive recommendation, combining the Preliminary and Final Subdivision Plats per the requirements of LMC 15-7.1-3, to the City Council; and,

WHEREAS, on January 9, 2020, the City Council held a public hearing to receive input on the Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Lilac Hill East Subdivision located at 729, 741, 747, 751, 755 Rossie Hill Drive, Park City, Utah.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The Lilac Hill East Subdivision as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at All of Government Lots 29 & 30, Section 15 of Township 2 South, Range 4 East, Salt Lake Base and Meridian. It was formerly known as the 15th house on the rear south side in Deer Valley, Park City previously addressed under PC-546; and also as the 13th and 14th houses south side in Deer Valley, Park City previously addressed under PC-547.
2. The site is within the Historic Residential- Low Density (HRL) Zoning District.
3. The proposed Subdivision Plat creates five (5) Subdivision Lots out of two existing Government lots.
4. The application for the Lilac Hill East Subdivision was deemed completed on September 23, 2019.
5. The three (3) existing houses on the site are all designated as Landmark on the Park City Historic Sites Inventory (HSI).
6. All three (3) Historic Structures were likely constructed in the 1890s, and prior to 1907.
7. The properties were initially constructed on mining claims, and the land came to be held by the Bureau of Land Management (BLM).
8. In November 2018, the BLM granted a land patent to Richard Dennis, Pamela Ann Fisher, and Paula Marie Bond for the property.
9. The land was rezoned from RM to HRL through Ordinance 2017-05.
10. There are no known previous applications found for the property as the houses do not have street address numbers.
11. The Historic Sites referenced as 652 and 660 Rossie Hill Drive on the City's Historic Sites Inventory are the addresses of two condominiums to the southeast of this site. 652 Rossie Hill Drive is the street address number of Unit 2 of the Tahoma Condominiums (TAHOMA-2); and 660 Rossie Hill Drive is the street address number of Unit 1 Building 1 of the Quicksilver Condominium (QS-1).
12. At the November 13, 2019 Planning Commission meeting, the item was continued to December 11, 2019.
13. On December 11, 2019 Planning Commission forwarded a positive recommendation to City Council.
14. The proposed Subdivision Plat creates five (5) Lots of record from the existing legal description containing 0.79 acres. The proposal is as follows:
    a. Lot 1: Proposed address of 741 Rossie Hill Drive. Consisting of the existing Historic Site addressed as 660 Rossie Hill Drive and containing 5,253 sq ft.

b. Lot 2: Proposed address of 729 Rossie Hill Drive. Consisting of the existing Historic Site addressed as 652 Rossie Hill Drive and containing 6,566 sq ft.
c. Lot 3: Proposed address of 755 Rossie Hill Drive. Consisting of the existing Historic Site addressed as 622 Rossie Hill Drive and containing 7,327 sq ft.
d. Lot 4: Proposed address of 751 Rossie Hill Drive. Contains 7,437 sq ft,
e. Lot 5: Proposed address of 747 Rossie Hill Drive. Contains 6,176 sq ft.

15. A portion of Rossie Hill Drive cuts across the northeast corner of the site (1,146 sq ft) as well as across the south portion of the site (275 sq ft). Both portions of Rossie Hill Drive will be dedicated to the City with this Subdivision Plat, and the street dedication shall be noted on the recorded plat,
16. The wood slat fence, wood path, planter box, and shed encroach into the neighboring property PC-750-1-X that is owned by the City. The applicant shall either remove the encroachments or enter into an encroachment agreement prior to recordation of this Subdivision Plat.
17. The minimum Setbacks for Lot 1 are:
    a. Side: 5ft for a total of 18ft
    b. Front/ Rear: 15ft for a total of 30ft
18. The minimum Setbacks for Lot 2 are:
    a. Side: 5ft for a total of 14ft
    b. Front/ Rear: 15ft for a total of 30ft
19. The minimum Setbacks for Lot 3 are:
    a. Side: 10ft for a total of 24ft
    b. Front/ Rear: 12ft for a total of 25ft
20. The minimum Setbacks for Lot 4 are:
    a. Side: 10ft for a total of 24ft
    b. Front/ Rear: 12ft for a total of 25ft
21. The minimum Setbacks for Lot 5 are:
    a. Side: 10ft for a total of 24ft
    b. Front/ Rear: 10ft for a total of 20ft
22. The Maximum Building Footprint for each Lot are:
    a. Lot 1: 1955,16 square feet
    b. Lot 2: 2270.04 square feet
    c. Lot 3: 2427.1 square feet
    d. Lot 4: 2448.36 square feet
    e. Lot 4: 2182.52 square feet
23. Single-family dwellings are an allowed use in the HRL District. The minimum Lot Area is 3,750 square feet. The proposed Lots meet the minimum Lot Area. The minimum width of a Lot is thirty-five (35’), measured fifteen feet back from the Front Lot Line. The proposed Lots meet the minimum Lot width.
24. The proposed shared driveway with utilities is required to be a minimum of twenty feet (20’) wide. The access road grades are proposed to be less than fourteen percent (14%).
25. Current standards would prohibit any roads over ten percent (10%) from being converted to public Rights of-Way. Neither Planning nor Engineering staff would

recommend accepting any part of the private drive as a public Right-of-Way in the future.

26. Staff finds in order to mitigate the impacts of the paved twenty (20) foot wide driveway, a setback of ten feet (10') from the Driveway Easement should be required, per Condition of Approval #5. The applicant has agreed to this Condition of Approval.
27. The City Engineer will require the applicant to grant one (1) – ten foot (10') snow storage easements along the south property line along Rossie Hill.
28. The Site is not located within the Sensitive Lands Overlay District.
29. The Site is not located within the Soils Ordinance Boundary.
30. All development shall comply with the applicable LMC Requirements.
31. A Subdivision Plat is necessary in order for the three (3) Historic Sites to be developed.
32. On October 30, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on October 26, 2016, according to requirements of the Land Management Code. At the November 13, 2019 Planning Commission meeting, this item was continued to December 11, 2019.
33. All findings within the Analysis section and the recitals above are incorporated herein as Findings of Fact.

Conclusions of Law:

1. There is good cause for this Subdivision.
2. The Subdivision is consistent with the Park City Land Management Code and applicable State law regarding lot subdivisions.
3. Neither the public nor any person will be materially injured by the proposed Subdivision.
4. Approval of the Subdivision, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The applicant shall dedicate the portions of the property that consist of Rossie Hill Drive to the City as part of this Subdivision Plat.
4. A ten foot (10') wide public snow storage easement will be required along the south side of Rossie Hill Drive.
5. All Lots shall have a ten (10') foot setback from the Driveway Easement.
6. The wood slat fence, wood path, planter box, and shed encroach into the neighboring property PC-750-1-X that is owned by the City. The applicant shall

either remove the encroachments or enter into an encroachment agreement prior to recordation of this Subdivision Plat.

7. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
8. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final Mylar prior to recordation.
9. Drives (private road I Fire Department access road) shall provide twenty feet (20') wide of clear space to meet Fire Code. If parking impacts this twenty feet (20') wide clear space, it will not be allowed and shall be signed "No Parking". Roads less than twenty-six feet (26') wide shall be marked "No Parking" on both sides of the road. Fire District access shall be noted and identified on the recorded plat.
10. This property shall not be further subdivided.
11. The Driveway Easement from lower Rossie Hill Drive shall be the single vehicular access for all five (5) Lots.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ___ day of _____, 2020.

PARK CITY MUNICIPAL CORPORATION

_____ _____
Andy Beerman, MAYOR Date

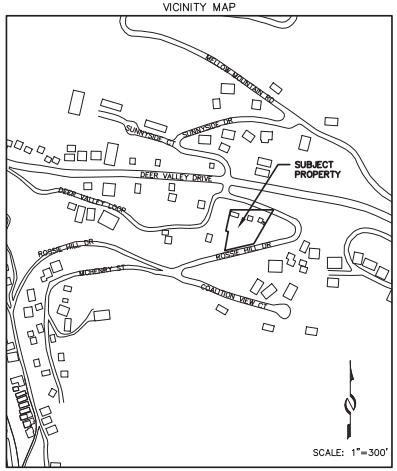
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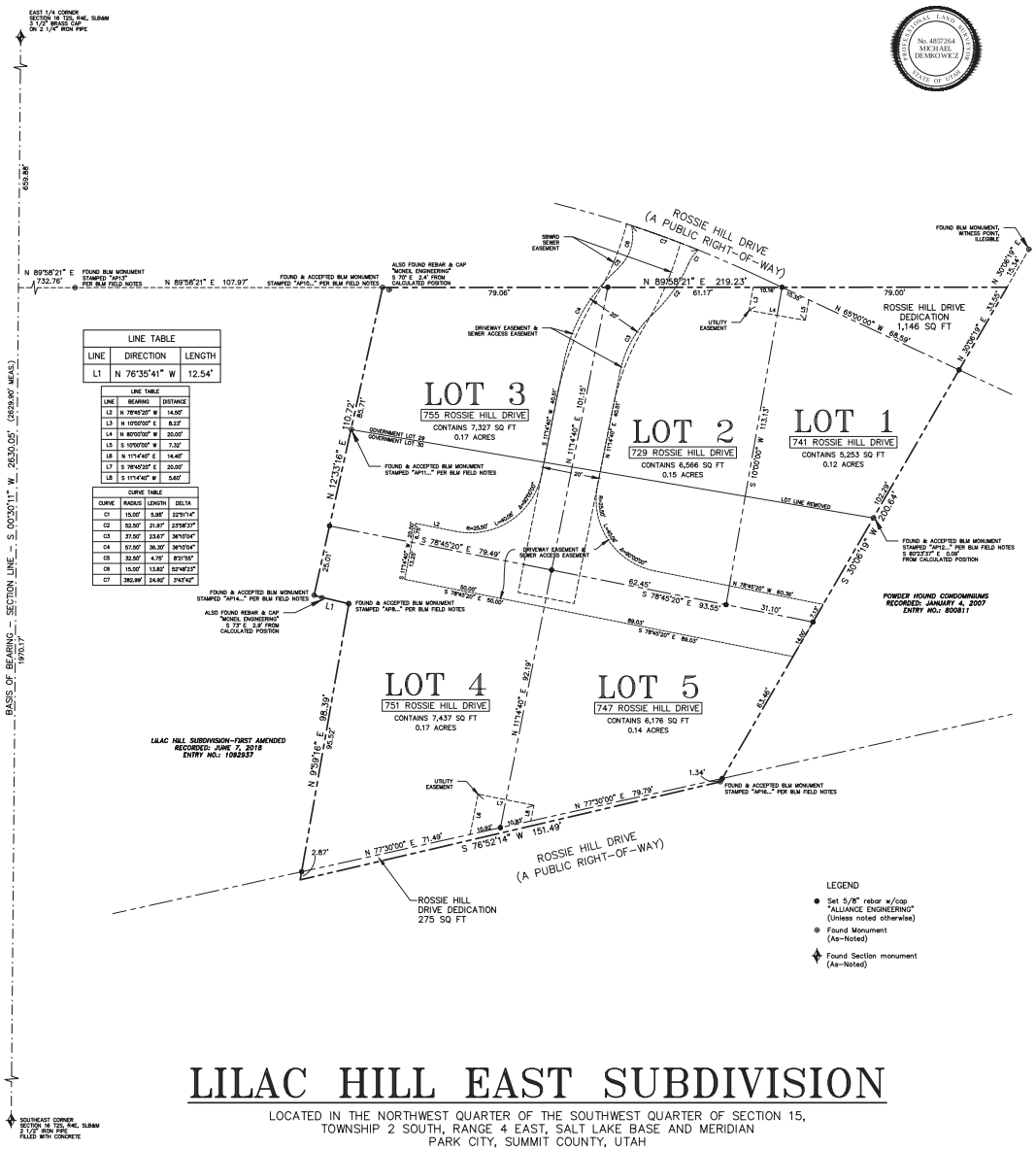
_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

VICINITY MAP





LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 76°35'41" W	12.54'

LINE TABLE		
LINE	BEARING	DISTANCE
L2	N 78°45'20" W	14.55'
L3	N 10°00'00" E	8.33'
L4	N 80°00'00" W	20.00'
L5	S 10°00'00" W	7.32'
L6	N 11°14'40" E	14.46'
L7	S 78°45'20" E	20.00'
L8	S 11°14'40" W	5.80'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	15.00'	5.98'	22°51'14"
C2	52.50'	21.97'	23°58'37"
C3	37.50'	23.67'	36°10'04"
C4	57.50'	36.30'	36°10'04"
C5	32.50'	4.78'	8°25'56"
C6	15.00'	13.82'	52°48'23"
C7	382.99'	24.92'	3°43'42"

LEGEND
- Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)
- Found Monument (As-Noted)
- Found Section monument (As-Noted)

SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 4857264, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown and described hereon, hereafter to be known as LILAC HILL EAST SUBDIVISION and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

All of government Lots 29 and 30, Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Also sometimes known and described as follows:

13th and 14th houses South side in Deer valley, Park City;

15th house rear South side in Deer Valley, Park City.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of the herein described tract of land, to be known hereafter as LILAC HILL EAST SUBDIVISION, does hereby certify that it has caused this subdivision plat to be prepared and does hereby consent to the recordation of this subdivision plat.

ALSO, the owner hereby irrevocably offers for dedication to the city of Park City all the streets, land for local government uses, easements and required utilities shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this _____ day of _____, 2020.

LILAC HILL LLC
a Delaware limited liability company

By: Watanabe Ventures LLC, an Indiana limited liability company
Its Sole Member

By: _____
Todd Franklin Watanabe
Chief Investment Officer
Watanabe Ventures LLC
an Indiana limited liability company

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2020, Todd Franklin Watanabe personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Chief Investment Officer of Watanabe Ventures LLC, an Indiana limited liability company, Sole Member of Lilac Hill LLC, a Delaware limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed LILAC HILL EAST SUBDIVISION.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My commission expires: _____

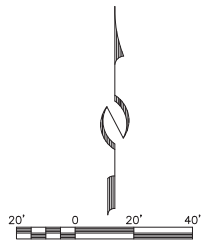
Commission No. _____

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2019-_____.
2. See Record of Survey S-_____.
3. See Survey 442-AZ, on file with the Bureau of Land Management, and Record of Survey S-6427, on file in the office of the Summit County Recorder.

LILAC HILL EAST SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SHEET 1 OF 1

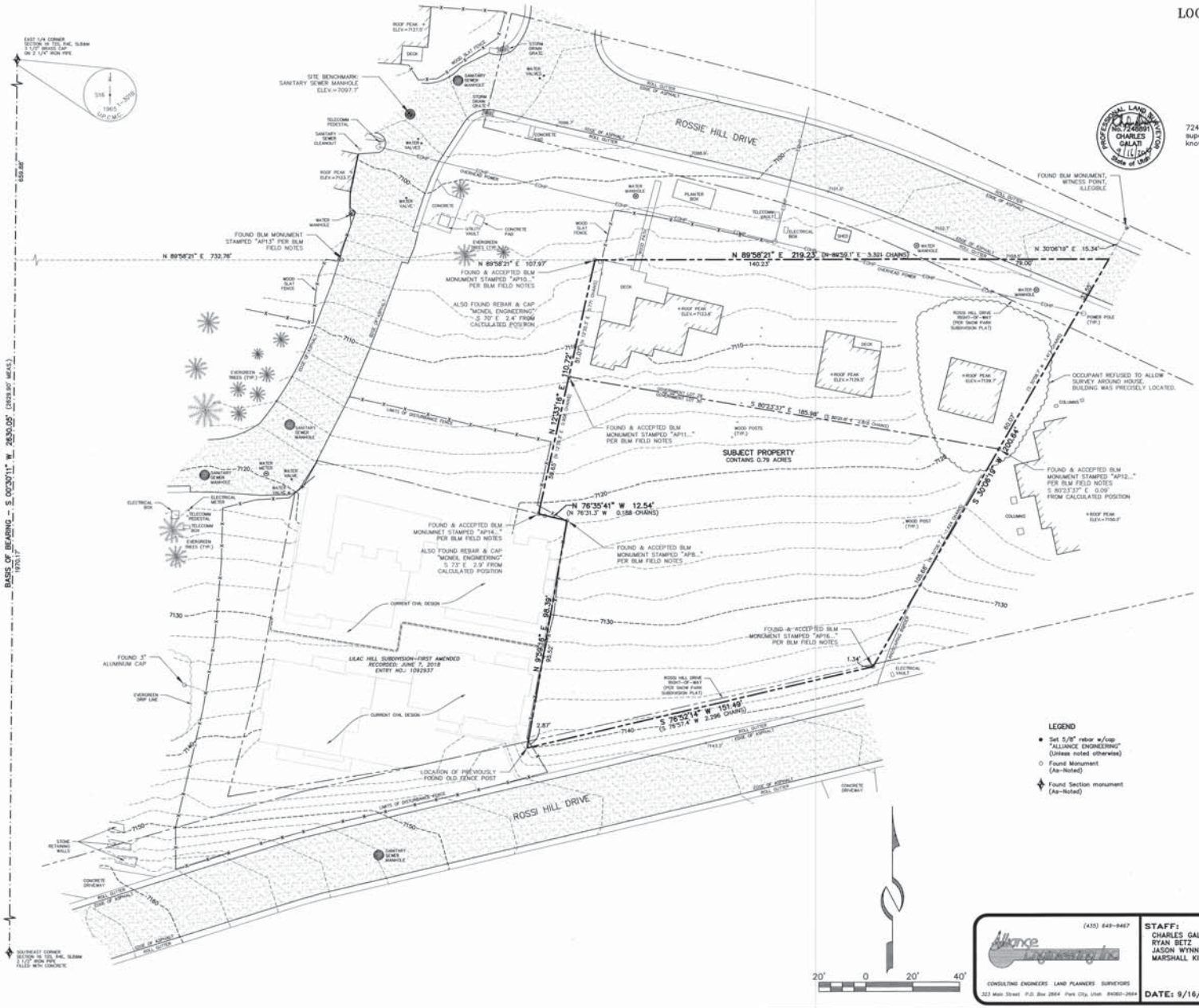
(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

11/8/19 JOB NO.: 3-9-18 FILE: X:\EastofOldTown\dwg\srv\plat2018\030918.dwg

PUBLIC SAFETY ANSWERING POINT APPROVAL	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
APPROVED THIS _____ DAY OF _____, 2020	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2020	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2019	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2020	APPROVED AS TO FORM THIS _____ DAY OF _____, 2020	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2019	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2019	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
BY _____ SUMMIT COUNTY GIS COORDINATOR	BY _____ S.B.W.R.D.	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ MAYOR	BY _____ PARK CITY RECORDER	FEE _____ RECORDER _____ TIME _____ DATE _____ ENTRY NO. _____

GOVERNMENT
LOTS 29 & 30

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH



PROFESSIONAL LAND SURVEYOR
No. 7248891
CHARLES GALATI
9/16/2019
State of Utah

SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

LEGAL DESCRIPTION

All of government Lots 29 and 30, Section 15, Township 2 South, Range 4 East, Salt Lake Base and meridian.

Also sometimes known and described as follows:

13th and 14th houses South side in Deer valley, Park City;

15th house rear South side in Deer Valley, Park City.

NARRATIVE/NOTES

1. Basis of Bearing for this survey is between the found section monuments as shown on this plat.
2. Field work for this survey was performed October 3, 2018, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform an Existing Conditions and Topography survey for the possibility of future improvements to the property.
4. A Title Report was not provided to the surveyor and only easements and setbacks per subdivision plat were located as part of this survey. This owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
5. County tax maps, recorded deeds, Lilac Hill Subdivision, Lilac Hill Subdivision-First Amended, Snow Park Subdivision Plat, and Powder Hound Condominiums Plat, Record of Survey S-8855 (all aforementioned documents on file and of record in the Summit County Recorder's Office), Surveys 442-AT, 442-AW & 442-AZ and their related field notes (on file with the Bureau of Land Management) and physical evidence found in the field were used to determine the boundary as shown on this plat.
6. Site Benchmark: Sanitary Sewer Manhole, Elevation=7097.7' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were found as shown.
9. Record bearings and distances, when different from measured, are shown in parenthesis ( ).

LEGEND

- Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)
- Found Monument (As-Noted)
- Found Section monument (As-Noted)

Alliance Engineering Inc
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
CHARLES GALATI
RYAN BETZ
JASON WYNNE
MARSHALL KING

DATE: 9/16/19

EXISTING CONDITIONS & TOPOGRAPHIC MAP
ROSSIE HILL BLM PARCELS
PARK CITY, UTAH

FOR: FRANK WATANABE
JOB NO.: 3-9-18
FILE: X:\EastofOldTown\dwg\srv\srvy2018\030918-Rossi Hill BLM parcels\030918-topo.dwg

SHEET 1 OF 1

GOVERNMENT LOTS 29 & 30

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN RECORD OF SURVEY SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

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PROFESSIONAL LAND SURVEYOR
No. 7248891
CHARLES GALATI
9/16/2019
State of Utah

LEGAL DESCRIPTION

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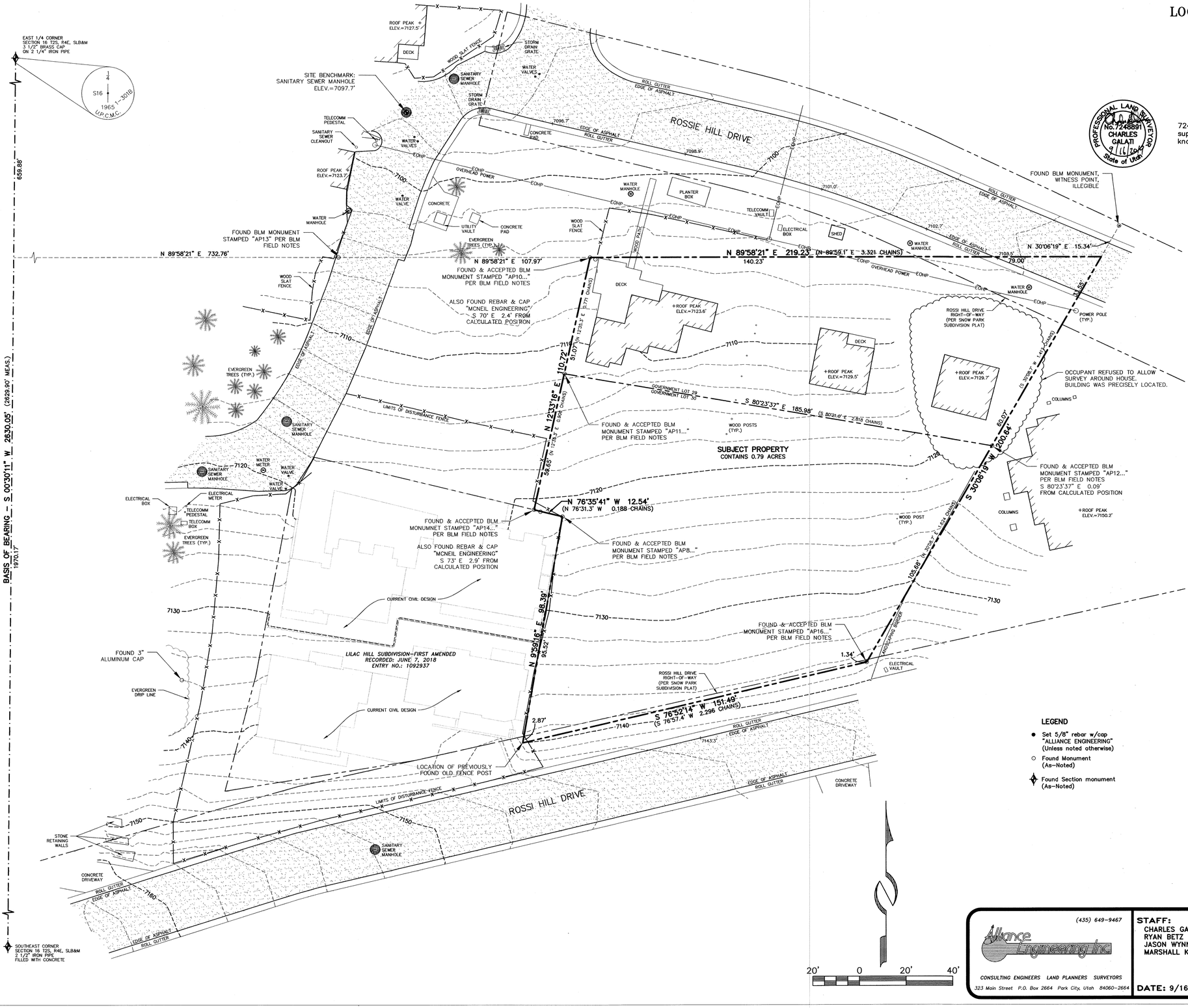
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LEGEND

- ● Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)
- ○ Found Monument (As-Noted)
- ◆ Found Section monument (As-Noted)

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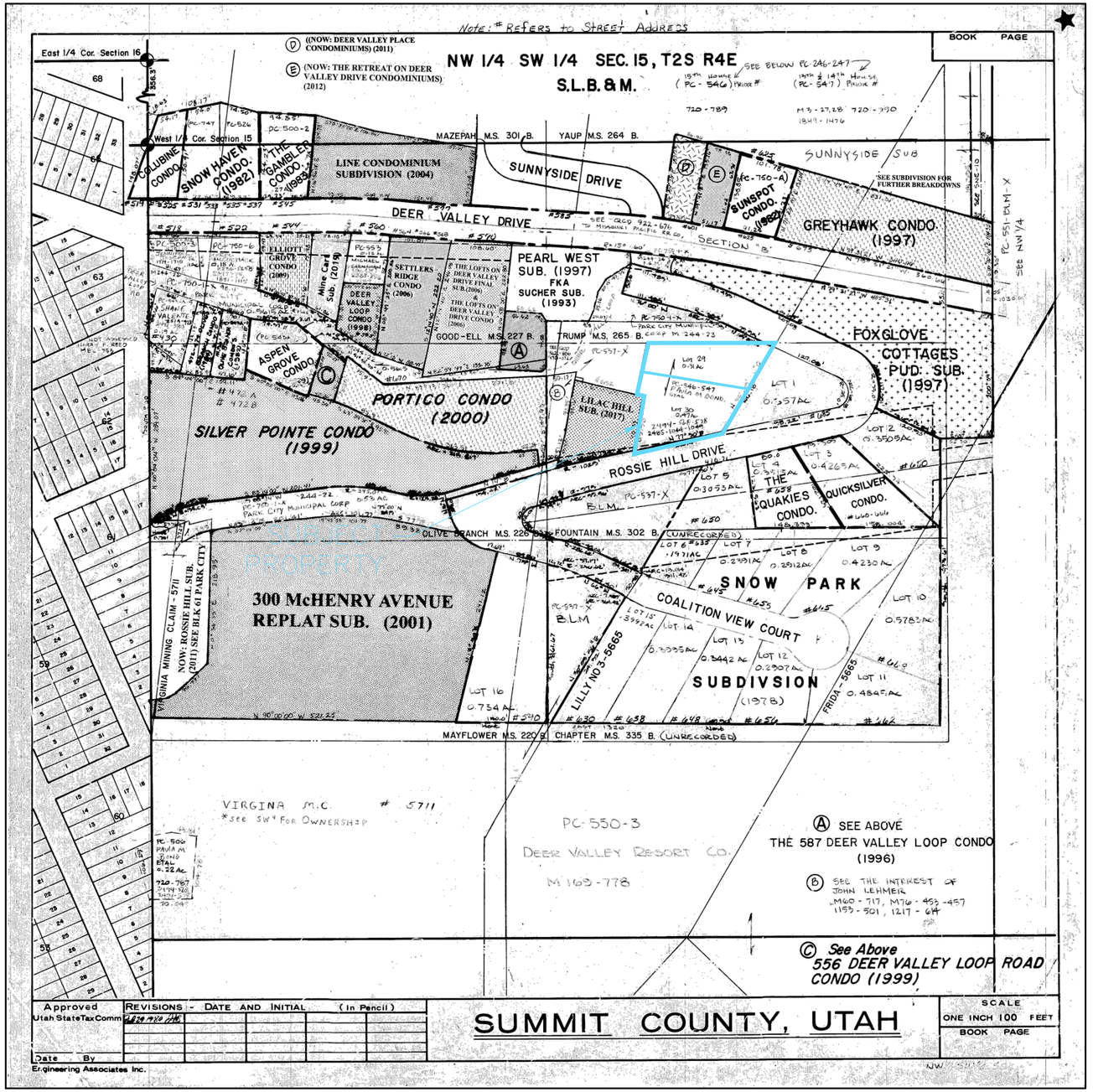
STAFF:
CHARLES GALATI
RYAN BETZ
JASON WYNNE
MARSHALL KING

DATE: 9/16/19

EXISTING CONDITIONS & TOPOGRAPHIC MAP
ROSSIE HILL BLM PARCELS
PARK CITY, UTAH

FOR: FRANK WATANABE
JOB NO.: 3-9-18
FILE: X:\EastofOldTown\dwg\srv\srvy2018\030918-Rossi Hill BLM parcels\030918-topo.dwg

SHEET 1 **OF** 1



PROPERTY



100' 0 100' 200'

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323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MARSHALL KING
RYAN BETZ

DATE: 9/16/19

OWNERSHIP PLAT
LILAC HILL EAST SUBDIVISION

FOR: FRANK WATANABE
JOB NO.: 3-9-18
FILE: X:\EastofOldTown\dwg\Exhibits\lilac hill east-ownership map.dwg

SHEET 1 OF 1



(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MARSHALL KING
CONNOR DINSMORE

DATE: 9/16/19

AERIAL PHOTOGRAPH
LILAC HILL EAST SUBDIVISION
PARK CITY, UTAH

FOR: LILAC HILL LLC
JOB NO.: 3-9-18
FILE: X:\EastofOldTown\dwg\Exhibits\lilac hill east-ortho.dwg

SHEET 1 **OF** 1



Lilac Hill East Subdivision – looking southeasterly



Lilac Hill East Subdivision – looking southwesterly



Lilac Hill East Subdivision – looking northwesterly



Lilac Hill East Subdivision – looking northeasterly



Lilac Hill East Subdivision – looking easterly

01101092 B: 2485 P: 1044
Page 1 of 2
Rhonda Francis Summit County Recorder
11/02/2018 10:42:20 AM Fee $15.00
By Coalition Title Agency, Inc.
Electronically Recorded

Serial No. UTU-85874

The United States of America

To all to whom these presents shall come, Greetings:

WHEREAS,

Richard Dennis, Pamela Ann Fisher and Paula Marie Bond

are entitled to a land patent pursuant to the Act of December 22, 1928, as amended (43 U.S.C. 1068-1068b), for the following described land:

Salt Lake Meridian, Utah
T. 2 S., R. 4 E.,
sec. 15, lots 29 and 30.

Containing 0.78 acres

PC-547, PC-546
PC-547-A

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES unto Richard Dennis, Pamela Ann Fisher and Paula M. Bond, the lands described above; **TO HAVE AND TO HOLD** the land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto Richard Dennis, Pamela Ann Fisher and Paula Marie Bond, and to their successors and assigns, forever.

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945).

2. All mineral deposits in the land so patented, and to it, or person authorized by it, the right to prospect for, mine and remove such deposits from the same under applicable law.

SUBJECT TO:

1. Those rights for a road granted to Park City Municipal Corporation, its successors or assigns, by Right-of-Way UTU-45920, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

Unofficial Copy

By accepting this patent, patentees agree to indemnify, defend, and hold the grantor harmless from any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the patentees, their employees, agents, contractors, lessees, or any third party arising out of or in connection with patentees' use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the patentees, their employees, agents, contractors, lessees, or any third party, arising out of or in connection with the uses and/or occupancy on the patented real property, which has already resulted or does hereafter result in: (1) Violations of federal, state, and local laws and regulations which are now, or may in the future become applicable to the patented real property; (2) Judgments, claims, or demands assessed against the grantor; (3) Costs, expenses, or damages incurred by the United States; (4) Releases or threatened releases on or into land or property and other interests of the grantor by solid waste and/or hazardous substances(s) as defined by federal or state environmental laws; (5) Other activities by which solid or hazardous substances or wastes, as defined by federal and state environmental laws were generated, released, stored, used or otherwise disposed on the patented real property, and any clean-up response, natural resource damage, or other actions related in any manner to said solid or hazardous substances or wastes. This covenant shall be construed as running with the patented real property, and may be enforced by the United States in a court of competent jurisdiction.

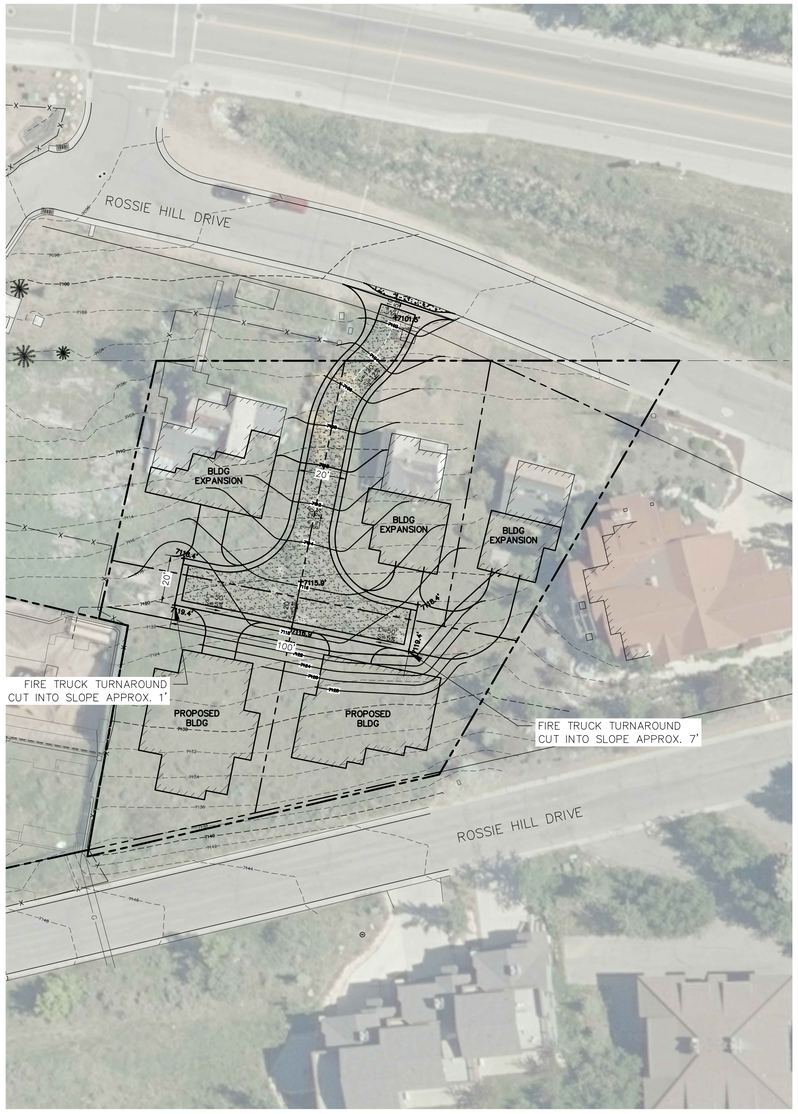
IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in SALT LAKE CITY, UTAH, the THIRTIETH day of OCTOBER in the year of our Lord TWO THOUSAND and EIGHTEEN and the Independence of the United States the Two Hundred and Forty-Third.

By Edwin L. Roberson

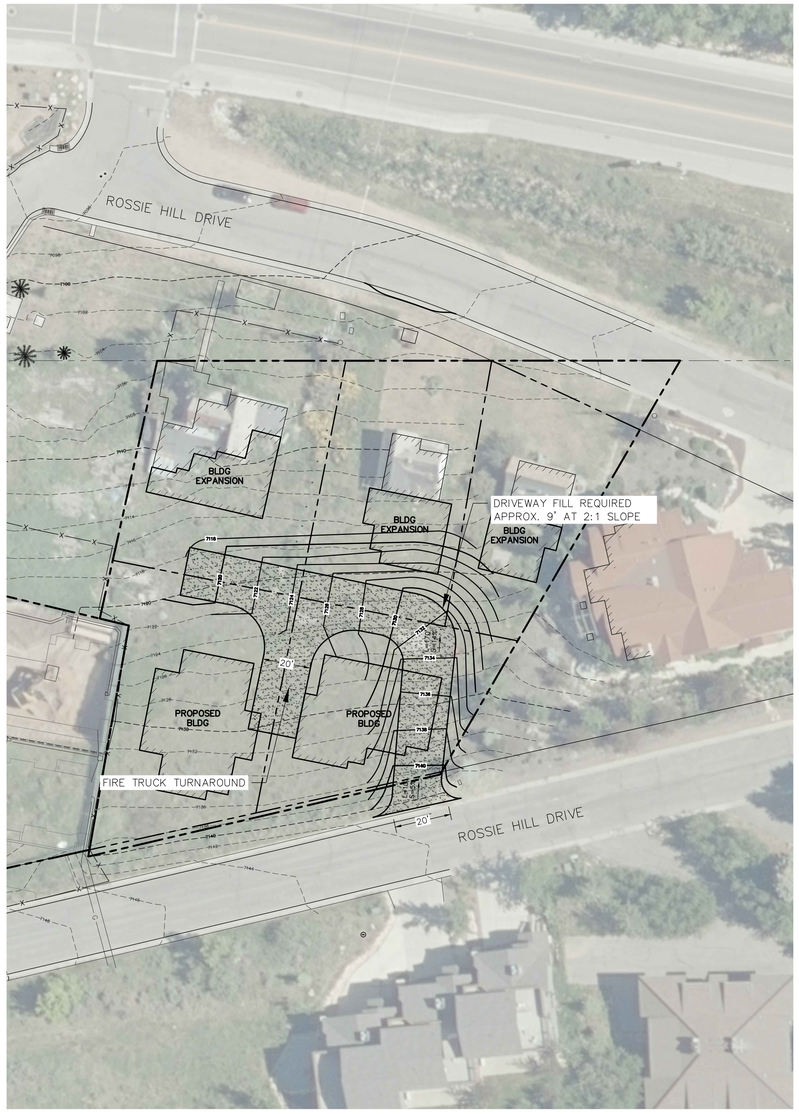
Edwin L. Roberson
State Director
Bureau of Land Management

Patent No. 43-2019-0001



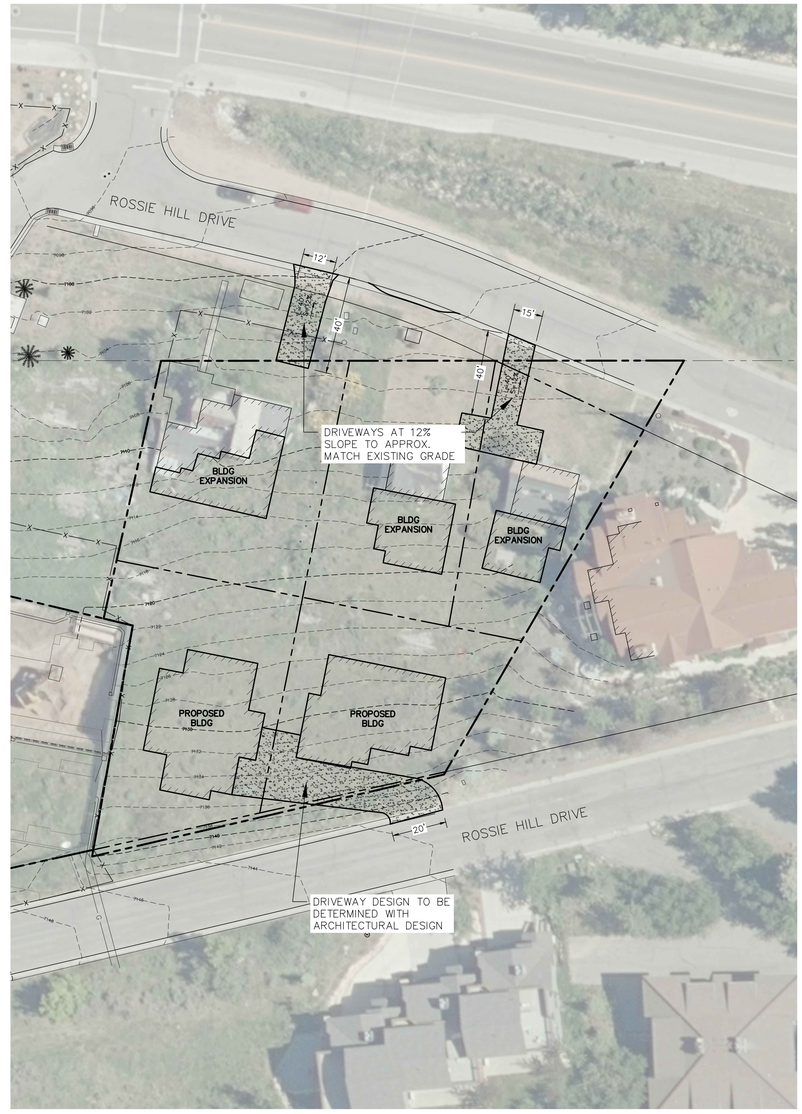
OPTION 1 – NORTH COMMON DRIVEWAY

DRIVEWAY AREA = 4,917 SF



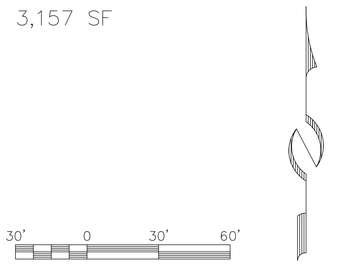
OPTION 2 – SOUTH COMMON DRIVEWAY

DRIVEWAY AREA = 4,876 SF



OPTION 3 – INDIVIDUAL DRIVEWAYS

DRIVEWAY AREA = 3,157 SF



(435) 649-9467
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323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
BLAYDE MCINTIRE

DATE: 11/27/19

MASTER PLAN DEVELOPMENT
ROSSIE HILL BLM
DRIVEWAY EXHIBIT

FOR: FRANK WATANABE
JOB NO.: 3-9-18
FILE: X:\EastofOldTown\dwg\projects\Rossi Hill BLM\030918-Driveway.dwg

SHEET 1 **OF** 1

HISTORIC SITE FORM - HISTORIC SITES INVENTORY

PARK CITY MUNICIPAL CORPORATION (10-08)

1 IDENTIFICATION

Name of Property: **House at 622 Rossie Hill Drive**

Address: 622 Rossie Hill Drive *AKA:*

City, County: Park City, Summit County, Utah *Tax Number:* PC-547?

Current Owner Name: *Parent Parcel(s):*

Current Owner Address:

Legal Description (include acreage): approx. 0.47 acres

2 STATUS/USE

Property Category	*Evaluation**	*Reconstruction*	*Use*
☑ building(s), main	☑ Landmark Site	Date:	Original Use: Residential
☐ building(s), attached	☐ Significant Site	Permit #:	Current Use: Residential
☐ building(s), detached	☐ Not Historic	☐ Full ☐ Partial	
☐ building(s), public			
☐ building(s), accessory			
☐ structure(s)			

*National Register of Historic Places: ☐ ineligible ☑ eligible
☑ listed (date: 7/12/1984 - Mining Boom Era Residences Thematic District)

3 DOCUMENTATION

Photos: Dates
☑ tax photo:
☑ prints: 1983, 1995 & 2006
☐ historic: c.

Drawings and Plans
☐ measured floor plans
☐ site sketch map
☐ Historic American Bldg. Survey
☐ original plans:
☐ other:

Research Sources (check all sources consulted, whether useful or not)

☐ abstract of title	☐ sewer permit	☐ census records
☐ tax card	☑ Sanborn Maps	☐ biographical encyclopedias
☐ original building permit	☐ obituary index	☐ newspapers
☑ city/county histories	☐ city directories/gazetteers	
☐ personal interviews		
☐ Utah Hist. Research Center		
☐ USHS Preservation Files		
☐ USHS Architects File		
☐ LDS Family History Library		
☐ Park City Hist. Soc/Museum		
☐ university library(ies):		
☐ other:		

Bibliographical References (books, articles, interviews, etc.) Attach copies of all research notes and materials.

Blaes, Dina & Beatrice Lufkin. "Final Report." Park City Historic Building Inventory. Salt Lake City: 2007.
Carter, Thomas and Goss, Peter. *Utah's Historic Architecture, 1847-1940: a Guide*. Salt Lake City, Utah: University of Utah Graduate School of Architecture and Utah State Historical Society, 1991.
McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1998.
Roberts, Allen. "Final Report." Park City Reconnaissance Level Survey. Salt Lake City: 1995.
Roper, Roger & Deborah Randall. "Residences of Mining Boom Era, Park City - Thematic Nomination." National Register of Historic Places Inventory, Nomination Form. 1984.

4 ARCHITECTURAL DESCRIPTION & INTEGRITY

Building Type and/or Style: T/L cottage No. Stories: 1

Additions: ☐ none ☑ minor ☐ major (describe below) Alterations: ☐ none ☑ minor ☐ major (describe below)

Number of associated outbuildings and/or structures: ☐ accessory building(s), # _____; ☐ structure(s), # _____.

General Condition of Exterior Materials:

Researcher/Organization: Dina Blaes/Park City Municipal Corporation *Date:* November, 08

☐ Good (Well maintained with no serious problems apparent.)

☑ Fair (Some problems are apparent. Describe the problems.): General disrepair.

☐ Poor (Major problems are apparent and constitute an imminent threat. Describe the problems.):

☐ Uninhabitable/Ruin

Materials (The physical elements that were combined or deposited during a particular period of time in a particular pattern or configuration. Describe the materials.):

Site: Large lot by Park City standards.

Foundation: Not verified, but likely wooden sills or no foundation.

Walls: Drop siding.

Roof: Cross-wing roof form sheathed in multiple materials-shingles, tar paper, wood decking.

Windows/Doors: Two-over-two double-hung sash type.

Essential Historical Form: ☑ Retains ☐ Does Not Retain, due to:

Location: ☑ Original Location ☐ Moved (date _____) Original Location:

Design (The combination of physical elements that create the form, plan, space, structure, and style. Describe additions and/or alterations from the original design, including dates--known or estimated--when alterations were made): The one-story frame house is unchanged in general description from what is described in the 1983 National Register nomination form (See Structure/ Site Form, 1983). The site has deteriorated beyond what is seen in the 1983 photographs and has not been properly maintained.

Setting (The physical environment--natural or manmade--of a historic site. Describe the setting and how it has changed over time.): The setting is unchanged from early tax photos and the description given in the 1983 National Register nomination form.

Workmanship (The physical evidence of the crafts of a particular culture or people during a given period in history. Describe the distinctive elements.): The physical evidence from the period that defines this as a typical Park City mining era house are the simple methods of construction, the use of non-beveled (drop-novelty) wood siding, the plan type, the simple roof form, the informal landscaping, the restrained ornamentation, and the plain finishes.

Feeling (Describe the property's historic character.): The physical elements of the site, in combination, convey a sense of life in a western mining town of the late nineteenth and early twentieth centuries.

Association (Describe the link between the important historic era or person and the property.): The "T" or "L" cottage (also known as a "cross-wing") is one of the earliest and one of the three most common house types built in Park City during the mining era.

This site was listed on the National Register of Historic Places in 1984 as part of the *Park City Mining Boom Era Residences Thematic District*. It was built within the historic period, defined as 1872 to1929 in the district nomination, and retains its historic integrity. As a result, it meets the criteria set forth in LMC Chapter 15-11 for designation as a Landmark Site.

5 SIGNIFICANCE

Architect: ☑ Not Known ☐ Known: (source:) Date of Construction: c. 1895[1]

Builder: ☐ Not Known ☐ Known: (source:)

The site must represent an important part of the history or architecture of the community. A site need only be significant under one of the three areas listed below:

[1] Utah State Historical Society, Structure/Site Form, 1984.

1. Historic Era:
   - ☐ Settlement & Mining Boom Era (1868-1893)
   - ☑ Mature Mining Era (1894-1930)
   - ☐ Mining Decline & Emergence of Recreation Industry (1931-1962)

Park City was the center of one of the top three metal mining districts in the state during Utah's mining boom period of the late nineteenth and early twentieth centuries, and it is one of only two major metal mining communities that have survived to the present. Park City's houses are the largest and best-preserved group of residential buildings in a metal mining town in Utah. As such, they provide the most complete documentation of the residential character of mining towns of that period, including their settlement patterns, building materials, construction techniques, and socio-economic make-up. The residences also represent the state's largest collection of nineteenth and early twentieth century frame houses. They contribute to our understanding of a significant aspect of Park City's economic growth and architectural development as a mining community.[2]

2. Persons (Describe how the site is associated with the lives of persons who were of historic importance to the community or those who were significant in the history of the state, region, or nation):

3. Architecture (Describe how the site exemplifies noteworthy methods of construction, materials or craftsmanship used during the historic period or is the work of a master craftsman or notable architect):

6 PHOTOS

Digital color photographs are on file with the Planning Department, Park City Municipal Corp.

Photo No. 1: North elevation (primary façade). Camera facing south, 2006.
Photo No. 2: West elevation. Camera facing east, 2006.
Photo No. 3: South elevation. Camera facing north, 2006.
Photo No. 4: North elevation (primary façade). Camera facing south, 1995.
Photo No. 5: North elevation (primary façade). Camera facing south, 1983.
Photo No. 6: North elevation (primary façade). Camera facing south, tax photo.

[2] From "Residences of Mining Boom Era, Park City - Thematic Nomination" written by Roger Roper, 1984.


X-238

Property Type:

Utah State Historical Society

Historic Preservation Research Office

Site No. _____

Structure/Site Information Form

1 IDENTIFICATION

Street Address: 622 Rossie Hill Drive
Park City, Summit County, Utah

UTM: 12 458720 4499220

Name of Structure: House at 622 Rossie Hill Drive

T. R. S.

Present Owner: Mr. & Mrs. Richard Dennis

Owner Address: 2533 Yermo Avenue, Salt Lake City UT 84109

Year Built (Tax Record):

Effective Age:

Tax #: PC 547

Legal Description

Kind of Building:

Beginning Southeast corner Northeast quarter Section 16 T2S R4E, Salt Lake Base and Meridian; South 990.0 feet East 57.76 feet; East 57.76 feet; South 11 degrees 43 minutes West 37.27 feet; South 66 degrees 22 minutes West 0.17 feet; South 255.24 feet; South 66 degrees 22 minutes West 55.0 feet; South 16.51 feet; East 1320 feet; North 473.61 feet; East 52.30 feet, North 789.30 feet; South

(see continuation sheet)

2 STATUS/USE

Original Owner: Unknown

Construction Date: c. 1895

Demolition Date:

Original Use: Residence

Present Use:

Building Condition:		Integrity:	Preliminary Evaluation:		Final Register Status:	
☐ Excellent	☐ Site	☐ Unaltered	☑ Significant	☐ Not of the	☐ National Landmark	☐ District
☑ Good	☐ Ruins	☐ Minor Alterations	☐ Contributory	Historic Period	☐ National Register	☐ Multi-Resource
☐ Deteriorated		☐ Major Alterations	☐ Not Contributory		☐ State Register	☐ Thematic

3 DOCUMENTATION

Photography: Date of Slides: 1983 Slide No.: Date of Photographs: 1983 Photo No.:

Views: ☐ Front ☐ Side ☐ Rear ☐ Other Views: ☐ Front ☐ Side ☐ Rear ☐ Other

Research Sources:

☑ Abstract of Title	☑ Sanborn Maps	☑ Newspapers	☐ U of U Library
☑ Plat Records / Map	☐ City Directories	☐ Utah State Historical Society	☐ BYU Library
☑ Tax Card & Photo	☐ Biographical Encyclopedias	☑ Personal Interviews	☐ USU Library
☐ Building Permit	☑ Obituary Index	☐ LDS Church Archives	☐ SLC Library
☐ Sewer Permit	☑ County & City Histories	☐ LDS Genealogical Society	☑ Other Census Records

Bibliographical References (books, articles, records, interviews, old photographs and maps, etc.):

Dennis, Gladys. Telephone interview, January 25, 1984, Park City, Utah.

Researcher: Roger Roper

Date: 4/84

Street Address: 622 Rossie Hill Drive Site No:

4 ARCHITECTURE

Architect/Builder: Unknown

Building Materials: Wood

Building Type/Style: T/L Cottage

Description of physical appearance & significant architectural features:
(Include additions, alterations, ancillary structures, and landscaping if applicable)

This house is a one story frame T/L cottage with a gable roof, and shed additions attached to the south and east sides of the building. A simple porch spans the length of the stem-wing and wraps around the northwest corner of the building, terminating at an extension of the rear shed addition. A pair of two over two double hung sash windows are set into the gable end of the cross-wing, and a door opens off the porch into the west wall of the cross-wing. A door and a one over one double hung sash window open into the stem-wing. There are two other doors in addition to the two previously described. One opens off the porch into the west wall of the stem-wing, and the other opens into the east shed extension. The latter is flanked by a window similar to those on the gable end of the cross-wing. The square window in the west wall may not be original, but it is not intrusive. The shed additions are the only obvious major alterations of the original house. An addition was made to a rear extension, as is indicated by a seam between the two sections. The additions were probably added early in the building's history because they are complementary in scale and materials. In-period rear additions are part of Park City's architectural vocabulary. Although in many cases an addition represents a major alteration of the original house, it usually contributes to the significance of a house because it documents the

(See continuation sheet)

5 HISTORY

Statement of Historical Significance: Construction Date: c. 1895

Built c. 1895, the house at 622 Rossie Hill Drive is architecturally significant as one of 78 extant T/L cottages in Park City, 17 of which are included in this nomination. The T/L cottage is one of the three most common house types built during the early period of Park City's mining boom era, and significantly contributes to the character of the residential area.

This house was built by at least 1907, as indicated by the Sanborn Insurance Maps which first covered this area that year, having probably been constructed in the 1890s, the years of greatest popularity of the T/L cottage house type in Park City. Due to incomplete ownership records, the name of the original owner and the date of construction of this house are not known. The 1910 census records, which give corresponding addresses to many of the households surveyed in Park City, fail to give an address that can be identified with this house, so they were of little use in determining who the owner of this house was at that time.

This area, located east of town along the road to Deer Valley, was sparsely populated and, according to the census records, the houses here were primarily owner-occupied by laborers, teamsters, miners, etc. and their families. This house was purchased in the late 1920s or early 1930s by William Wood, father and grandfather of the current owners.[1] Wood lived next door at 652 Rossie Hill Drive and rented out this and three neighboring houses, which he had also purchased (623 Deer Valley Road, and 622 and 660 Rossie Hill Drive).

[1]Telephone interview with Gladys Dennis, Park City, Utah, January 25, 1984.

622 Rossie Hill Drive
Description continued:

most common and acceptable method of expansion of the small Park City house. This house is one of very few Park City houses that were expanded laterally. Because the building lots were narrow and there was a great demand for housing, houses were built close together. When expanded, additions were made in the form of a cross-wing, or a rear shed extension. Lateral additions in the town proper were generally no larger than the width of a porch. Because this house was built in an open area, additional expansion to the side was possible. The expansion of 622 Rossie Hill Drive is more akin to the type that one finds in Eureka, a mining town in the Tintic Mining District that was developed in a more open area than Park City. The unusual additions do not adversely affect the character of the building, but serve to distinguish this example of the common T/L cottage from others of the type.

Legal Description continued:

30 degrees 10 minutes West 104.72 feet; North 148.54 feet; South 89 degrees 58 minutes 38 seconds West 1,319.18 feet to beginning; less other properties described in tax file #PC-750-1-X, leaving a balance of 0.47 acres. Also known as the 13th house on the South side of Deer Valley Road.

.47 acre.



House at 622 Rossie Hill Drive
Park City, Summit County, Utah

North facade

Photo by Roger Roper, October 1983
Negative: Utah State Historical Society






623
BFI


STOP

HISTORIC SITE FORM - HISTORIC SITES INVENTORY

PARK CITY MUNICIPAL CORPORATION (10-08)

1 IDENTIFICATION

Name of Property: **Jack M. Murdock House**

Address: 652 Rossie Hill Drive *AKA:*

City, County: Park City, Summit County, Utah *Tax Number:* TAHOMA-2 Also noted as PC-547

Current Owner Name: Tahoma, LLC *Parent Parcel(s):* SP-5

Current Owner Address: c/o 650 Rossi LLC, Monument Title, 1881 Prospector Avenue, Park City, UT 84060

Legal Description (include acreage): UNIT 2 BUILDING 0.00 UNIT 2 TAHOMA CONDOMINIUM WITH AN UND 33.65% INT IN THE COMMON AREA.

2 STATUS/USE

Property Category	*Evaluation**	*Reconstruction*	*Use*
☑ building(s), main	☑ Landmark Site	Date:	Original Use: Residential
☐ building(s), attached	☐ Significant Site	Permit #:	Current Use: Residential
☐ building(s), detached	☐ Not Historic	☐ Full ☐ Partial	
☐ building(s), public			
☐ building(s), accessory			
☐ structure(s)			

*National Register of Historic Places: ☐ ineligible ☑ eligible
☑ listed (date: 7/12/1984 - Mining Boom Era Residences Thematic District)

3 DOCUMENTATION

Photos: Dates
☑ tax photo:
☑ prints: 1983, 1995 & 2006
☐ historic: c.

Drawings and Plans
☐ measured floor plans
☐ site sketch map
☐ Historic American Bldg. Survey
☐ original plans:
☐ other:

Research Sources (check all sources consulted, whether useful or not)

☐ abstract of title	☐ sewer permit	☐ census records
☐ tax card	☑ Sanborn Maps	☐ biographical encyclopedias
☐ original building permit	☐ obituary index	☐ newspapers
☑ city/county histories	☐ city directories/gazetteers	
☐ personal interviews		
☐ Utah Hist. Research Center		
☐ USHS Preservation Files		
☐ USHS Architects File		
☐ LDS Family History Library		
☐ Park City Hist. Soc/Museum		
☐ university library(ies):		
☐ other:		

Bibliographical References (books, articles, interviews, etc.) Attach copies of all research notes and materials.

Blaes, Dina & Beatrice Lufkin. "Final Report." Park City Historic Building Inventory. Salt Lake City: 2007.
Carter, Thomas and Goss, Peter. *Utah's Historic Architecture, 1847-1940: a Guide*. Salt Lake City, Utah: University of Utah Graduate School of Architecture and Utah State Historical Society, 1991.
McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1998.
Roberts, Allen. "Final Report." Park City Reconnaissance Level Survey. Salt Lake City: 1995.
Roper, Roger & Deborah Randall. "Residences of Mining Boom Era, Park City - Thematic Nomination." National Register of Historic Places Inventory, Nomination Form. 1984.

4 ARCHITECTURAL DESCRIPTION & INTEGRITY

Building Type and/or Style: T/L cottage No. Stories: 1

Additions: ☑ none ☐ minor ☐ major (describe below) Alterations: ☐ none ☑ minor ☐ major (describe below)

Number of associated outbuildings and/or structures: ☐ accessory building(s), # _____; ☐ structure(s), # _____.

General Condition of Exterior Materials:

Researcher/Organization: Dina Blaes/Park City Municipal Corporation *Date:* November, 08

☐ Good (Well maintained with no serious problems apparent.)

☑ Fair (Some problems are apparent. Describe the problems.): General minor disrepair

☐ Poor (Major problems are apparent and constitute an imminent threat. Describe the problems.):

☐ Uninhabitable/Ruin

Materials (The physical elements that were combined or deposited during a particular period of time in a particular pattern or configuration. Describe the materials.):

Site: Large lot by Park City standards.

Foundation: Not verified, likely wooden sills or no foundation.

Walls: Drop siding

Roof: Cross-wing roof form sheathed in asphalt shingles.

Windows/Doors: Single and paired double-hung sash type.

Essential Historical Form: ☑ Retains ☐ Does Not Retain, due to:

Location: ☑ Original Location ☐ Moved (date _____) Original Location:

Design (The combination of physical elements that create the form, plan, space, structure, and style. Describe additions and/or alterations from the original design, including dates--known or estimated--when alterations were made): The one-story frame T/L cottage remains unchanged from the description provided in the 1983 National Register nomination form (see Structure/Site Form, 1983).

Setting (The physical environment--natural or manmade--of a historic site. Describe the setting and how it has changed over time.): The setting has remained unchanged from what is seen in the early tax photo and from what is described in the National Register nomination form.

Workmanship (The physical evidence of the crafts of a particular culture or people during a given period in history. Describe the distinctive elements.): The physical evidence from the period that defines this as a typical Park City mining era house are the simple methods of construction, the use of non-beveled (drop-novelty) wood siding, the plan type, the simple roof form, the informal landscaping, the restrained ornamentation, and the plain finishes.

Feeling (Describe the property's historic character.): The physical elements of the site, in combination, convey a sense of life in a western mining town of the late nineteenth and early twentieth centuries.

Association (Describe the link between the important historic era or person and the property.): The "T" or "L" cottage (also known as a "cross-wing") is one of the earliest and one of the three most common house types built in Park City during the mining era.

This site was listed on the National Register of Historic Places in 1984 as part of the *Park City Mining Boom Era Residences Thematic District*. It was built within the historic period, defined as 1872 to1929 in the district nomination, and retains its historic integrity. As a result, it meets the criteria set forth in LMC Chapter 15-11 for designation as a Landmark Site.

5 SIGNIFICANCE

Architect: ☑ Not Known ☐ Known: (source:) Date of Construction: c. 1895[1]

Builder: ☑ Not Known ☐ Known: (source:)

The site must represent an important part of the history or architecture of the community. A site need only be significant under one of the three areas listed below:

[1] Utah State Historical Society, Structure/Site Form, 1984.

1. Historic Era:
   - ☐ Settlement & Mining Boom Era (1868-1893)
   - ☑ Mature Mining Era (1894-1930)
   - ☐ Mining Decline & Emergence of Recreation Industry (1931-1962)

Park City was the center of one of the top three metal mining districts in the state during Utah's mining boom period of the late nineteenth and early twentieth centuries, and it is one of only two major metal mining communities that have survived to the present. Park City's houses are the largest and best-preserved group of residential buildings in a metal mining town in Utah. As such, they provide the most complete documentation of the residential character of mining towns of that period, including their settlement patterns, building materials, construction techniques, and socio-economic make-up. The residences also represent the state's largest collection of nineteenth and early twentieth century frame houses. They contribute to our understanding of a significant aspect of Park City's economic growth and architectural development as a mining community.[2]

2. Persons (Describe how the site is associated with the lives of persons who were of historic importance to the community or those who were significant in the history of the state, region, or nation):

3. Architecture (Describe how the site exemplifies noteworthy methods of construction, materials or craftsmanship used during the historic period or is the work of a master craftsman or notable architect):

6 PHOTOS

Digital color photographs are on file with the Planning Department, Park City Municipal Corp.

Photo No. 1: Northeast oblique. Camera facing southwest, 2006.

Photo No. 2: South elevation. Camera facing north, 2006.

Photo No. 3: Northeast oblique. Camera facing southwest, 1995.

Photo No. 4: Northeast oblique. Camera facing southwest, 1983.

Photo No. 5: North elevation (primary façade). Camera facing north, tax photo.

[2] From "Residences of Mining Boom Era, Park City - Thematic Nomination" written by Roger Roper, 1984.


X-239

Property Type:

Utah State Historical Society

Historic Preservation Research Office

Site No. _____

Structure/Site Information Form

1 IDENTIFICATION

Street Address: 652 Rossie Hill Drive
Park City, Summit County, Utah

UTM: 12 458740 4499220

Name of Structure: Jack M. Murdock House

T. R. S.

Present Owner: Gladys W. and Richard Dennis

Owner Address: P.O. Box 254, Park City, Utah 84060

Year Built (Tax Record): Effective Age: Tax #: PC 547

Legal Description Kind of Building:

Beginning at the Southeast corner of the Northeast quarter of Section 16 T2S R4E, Salt Lake Base and Meridian; South 990 feet; East 57.76 feet; South 11 degrees 43 minutes West 37.27 feet; South 66 degrees 22 minutes West 0.27 feet; South 255.24 feet; South 66 degrees 22 minutes 55 feet; South 16.51 feet; East 1320 feet; North 473.61 feet; South 89 degrees 58 minutes 38 seconds West 1319.18 feet to beginning; less other properties described in tax file #PC-750-1-X, leaving a balance of 0.47 acres. (See continuation sheet)

2 STATUS/USE

Original Owner: Unknown

Construction Date: c. 1895

Demolition Date:

Original Use: Residence

Present Use:

Building Condition:	Integrity:	Preliminary Evaluation:	Final Register Status:
☑ Excellent	☐ Unaltered	☑ Significant	☐ National Landmark
☐ Good	☑ Minor Alterations	☐ Contributory	☐ National Register
☐ Deteriorated	☐ Major Alterations	☐ Not Contributory	☐ State Register
☐ Site		☐ Not of the Historic Period	☐ District
☐ Ruins			☐ Multi-Resource
			☐ Thematic

3 DOCUMENTATION

Photography: Date of Slides: 1983 Slide No.: Date of Photographs: 1983 Photo No.:

Views: ☐ Front ☐ Side ☐ Rear ☐ Other Views: ☐ Front ☐ Side ☐ Rear ☐ Other

Research Sources:

☑ Abstract of Title	☑ Sanborn Maps	☑ Newspapers	☐ U of U Library
☑ Plat Records/Map	☐ City Directories	☐ Utah State Historical Society	☐ BYU Library
☑ Tax Card & Photo	☐ Biographical Encyclopedias	☑ Personal Interviews	☐ USU Library
☐ Building Permit	☑ Obituary Index	☐ LDS Church Archives	☐ SLC Library
☐ Sewer Permit	☑ County & City Histories	☐ LDS Genealogical Society	☑ Other Census Records

Bibliographical References (books, articles, records, interviews, old photographs and maps, etc.):

Dennis, Gladys. Telephone interview, January 25, 1984, Park City, Utah.
1910 Census Records. Summit County, Park City, Utah, p. 3-A.

Researcher: Roger Roper

Date: 4/84

Street Address: 652 Rossie Hill Drive Site No:

4 ARCHITECTURE

Architect/Builder: Unknown

Building Materials: Wood

Building Type/Style: T/L Cottage

Description of physical appearance & significant architectural features:
(Include additions, alterations, ancillary structures, and landscaping if applicable)

This house is a one story frame T/L cottage with a gable roof. A hip roof porch supported on lathe turned piers spans the north side of the stem-wing. A window and door open into the stem-wing. A second door opens off the porch into the east side of the cross-wing. A pair of windows, each with its own pedimental window head, is centered on the gable end of the cross-wing. There is a single window on both the east and west sides of the house. All of the windows are the one over one light double hung sash type. A small, half story shed extension is attached to the rear of the house which complements it in scale and materials. It may be original, but whether original or not, in-period rear additions and extensions are part of Park City's architectural vocabulary. Although in many cases an addition represents a major alteration of the original house, it usually contributes to the significance of a house because it documents the most common and acceptable method of expansion of the small Park City house. The building is unaltered, is in good condition, and therefore maintains its original integrity.

Photos

5 HISTORY

Statement of Historical Significance: Construction Date: c. 1895

Built c. 1895, the Jack M. Murdock House at 652 Rossie Hill Drive is architecturally significant as one of 78 extant T/L cottages in Park City, 17 of which are included in this nomination. The T/L cottage is one of the three most common house types built during the early period of Park City's mining boom era, and significantly contributes to the character of the residential area.

The date of construction and the name of the original owner of this house are unknown, but it is estimated that it was probably built in the 1890s, the years of greatest popularity of the T/L cottage house type in Park City. The ownership records for this property are very sketchy, making it virtually impossible to determine who the original owner of the house was and when it was built. The 1910 census records, which were the first to identify the addresses of the households surveyed, show that the owner-occupant of this house at that time was Jack M. Murdock.[1] Murdock was born in Utah in 1877, married in 1904, and worked as a miner. He did not show up in the 1900 census records as a resident of a house in this area, so he apparently bought this house between 1900 and 1910, and was probably not the original owner. It is unknown how long the Murdocks lived here.

In the late 1920s or early 1930s this house was purchased by William Wood, father and grandfather of the current owners.[2] Wood lived in this house and rented out the three neighboring houses, which he had also purchased (623 Deer Valley Road, and 622 and 660 Rossie Hill Drive).

[1]The address given in the census, 664 Deer Valley Road, is the same as that given for this house on the 1907 Sanborn Insurance Map, so it can be

(See continuation sheet)

reasonably assumed that they are the same house.

[2]Telephone interview with Gladys Dennis, daughter of William Wood, January 25, 1984, Park City, Utah.

Legal Description continued:

Also known as the 14th house on the South side of Deer Valley Road.
Less than one acre.



Jack M. Murdock House
652 Rossie Hill Drive
Park City, Summit County, Utah

View from Northeast corner

Photo by Roger Roper, October 1983
Negative: Utah State Historical Society




SUNSPOT



HISTORIC SITE FORM - HISTORIC SITES INVENTORY

PARK CITY MUNICIPAL CORPORATION (10-08)

1 IDENTIFICATION

Name of Property: **Benedictus Carling House**

Address: 660 Rossie Hill Drive *AKA:*

City, County: Park City, Summit County, Utah *Tax Number:* QS-1

Current Owner Name: Billy & Virginia Irwin *Parent Parcel(s):*

*Current Owner Address:*PO Box 681705, Park City, UT 84068-1705

Legal Description (include acreage): UNIT 1, BLDG 1, QUICKSILVER CONDOMINIUM TOGETHER WITH UND 25% OWNERSHIP IN COMMON AREA.

2 STATUS/USE

Property Category	*Evaluation**	*Reconstruction*	*Use*
☑ building(s), main	☑ Landmark Site	Date:	Original Use: Residential
☐ building(s), attached	☐ Significant Site	Permit #:	Current Use: Residential
☐ building(s), detached	☐ Not Historic	☐ Full ☐ Partial	
☐ building(s), public			
☐ building(s), accessory			
☐ structure(s)			

*National Register of Historic Places: ☐ ineligible ☑ eligible
☑ listed (date: 7/12/1984 - Mining Boom Era Residences Thematic District)

3 DOCUMENTATION

Photos: Dates
☑ tax photo:
☑ prints: 1983, 1995 & 2006
☐ historic: c.

Drawings and Plans
☐ measured floor plans
☐ site sketch map
☐ Historic American Bldg. Survey
☐ original plans:
☐ other:

Research Sources (check all sources consulted, whether useful or not)

☐ abstract of title	☐ sewer permit	☐ census records
☐ tax card	☑ Sanborn Maps	☐ biographical encyclopedias
☐ original building permit	☐ obituary index	☐ newspapers
☑ city/county histories	☐ city directories/gazetteers	
☐ personal interviews		
☐ Utah Hist. Research Center		
☐ USHS Preservation Files		
☐ USHS Architects File		
☐ LDS Family History Library		
☐ Park City Hist. Soc/Museum		
☐ university library(ies):		
☐ other:		

Bibliographical References (books, articles, interviews, etc.) Attach copies of all research notes and materials.

Blaes, Dina & Beatrice Lufkin. "Final Report." Park City Historic Building Inventory. Salt Lake City: 2007.
Carter, Thomas and Goss, Peter. *Utah's Historic Architecture, 1847-1940: a Guide*. Salt Lake City, Utah: University of Utah Graduate School of Architecture and Utah State Historical Society, 1991.
McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1998.
Roberts, Allen. "Final Report." Park City Reconnaissance Level Survey. Salt Lake City: 1995.
Roper, Roger & Deborah Randall. "Residences of Mining Boom Era, Park City - Thematic Nomination." National Register of Historic Places Inventory, Nomination Form. 1984.

4 ARCHITECTURAL DESCRIPTION & INTEGRITY

Building Type and/or Style: Hall-parlor type / vernacular style No. Stories: 1

Additions: ☑ none ☐ minor ☐ major (describe below) Alterations: ☐ none ☑ minor ☐ major (describe below)

Number of associated outbuildings and/or structures: ☐ accessory building(s), # _____; ☐ structure(s), # _____.

General Condition of Exterior Materials:

Researcher/Organization: Dina Blaes/Park City Municipal Corporation *Date:* November, 08

☐ Good (Well maintained with no serious problems apparent.)

☑ Fair (Some problems are apparent. Describe the problems.): General disrepair.

☐ Poor (Major problems are apparent and constitute an imminent threat. Describe the problems.):

☐ Uninhabitable/Ruin

Materials (The physical elements that were combined or deposited during a particular period of time in a particular pattern or configuration. Describe the materials.):

Site: Large lot by Park City standards.

Foundation: Not verified, likely wooden sills or no foundation.

Walls: Drop siding.

Roof: Gable roof form with rolled roofing material.

Windows/Doors: Two-over-two double-hung sash type.

Essential Historical Form: ☑ Retains ☐ Does Not Retain, due to:

Location: ☑ Original Location ☐ Moved (date _____) Original Location:

Design (The combination of physical elements that create the form, plan, space, structure, and style. Describe additions and/or alterations from the original design, including dates--known or estimated--when alterations were made): The one-story frame hall-parlor house remains unchanged from what is described in the 1983 National Register nomination form (see Structure/Site Form, 1983).

Setting (The physical environment--natural or manmade--of a historic site. Describe the setting and how it has changed over time.): The immediately setting remains unchanged from what is described in the National Register nomination form and what is seen in the early tax photos; however, a large multi-unit development has been constructed adjacent to the subject house. It diminishes the overall setting.

Workmanship (The physical evidence of the crafts of a particular culture or people during a given period in history. Describe the distinctive elements.): The physical evidence from the period that defines this as a typical Park City mining era house are the simple methods of construction, the use of non-beveled (drop-novelty) wood siding, the plan type, the simple roof form, the informal landscaping, the restrained ornamentation, and the plain finishes.

Feeling (Describe the property's historic character.): The physical elements of the site, in combination, convey a sense of life in a western mining town of the late nineteenth and early twentieth centuries.

Association (Describe the link between the important historic era or person and the property.): The Hall-Parlor house form is the earliest type to be built in Park City and one of the three most common house types built in Park City during the mining era.

This site was listed on the National Register of Historic Places in 1984 as part of the *Park City Mining Boom Era Residences Thematic District*. It was built within the historic period, defined as 1872 to1929 in the district nomination, and retains its historic integrity. As a result, it meets the criteria set forth in LMC Chapter 15-11 for designation as a Landmark Site.

5 SIGNIFICANCE

Architect: ☑ Not Known ☐ Known: (source:) Date of Construction: c. 1895[1]

Builder: ☑ Not Known ☐ Known: (source:)

[1] Utah State Historical Society, Structure/Site Form, 1984.

The site must represent an important part of the history or architecture of the community. A site need only be significant under one of the three areas listed below:

1. Historic Era:
   - ☐ Settlement & Mining Boom Era (1868-1893)
   - ☑ Mature Mining Era (1894-1930)
   - ☐ Mining Decline & Emergence of Recreation Industry (1931-1962)

> Park City was the center of one of the top three metal mining districts in the state during Utah's mining boom period of the late nineteenth and early twentieth centuries, and it is one of only two major metal mining communities that have survived to the present. Park City's houses are the largest and best-preserved group of residential buildings in a metal mining town in Utah. As such, they provide the most complete documentation of the residential character of mining towns of that period, including their settlement patterns, building materials, construction techniques, and socio-economic make-up. The residences also represent the state's largest collection of nineteenth and early twentieth century frame houses. They contribute to our understanding of a significant aspect of Park City's economic growth and architectural development as a mining community.[2]

2. Persons (Describe how the site is associated with the lives of persons who were of historic importance to the community or those who were significant in the history of the state, region, or nation):

3. Architecture (Describe how the site exemplifies noteworthy methods of construction, materials or craftsmanship used during the historic period or is the work of a master craftsman or notable architect):

6 PHOTOS

Digital color photographs are on file with the Planning Department, Park City Municipal Corp.

Photo No. 1: North elevation (primary façade). Camera facing south, 2006.

Photo No. 2: Northwest oblique. Camera facing southeast, 2006.

Photo No. 3: South elevation. Camera facing north, 2006.

Photo No. 4: Northeast oblique. Camera facing southwest, 1995.

Photo No. 5: Northeast oblique. Camera facing southwest, 1983.

Photo No. 6: North elevation (primary façade). Camera facing south, tax photo.

[2] From "Residences of Mining Boom Era, Park City - Thematic Nomination" written by Roger Roper, 1984.

X-237

Property Type:

Utah State Historical Society

Historic Preservation Research Office

Site No. _____

Structure/Site Information Form

1 IDENTIFICATION

Street Address: 660 Rossie Hill Drive
Park City, Summit County, Utah

UTM: 12 458760 4499200

Name of Structure: Benedictus Carling House

T. R. S.

Present Owner: Mr. and Mrs. Richard Dennis

Owner Address: 2533 Yermo Avenue, Salt Lake City, Utah 84109

Year Built (Tax Record): Effective Age: Tax #: SNS-1 (previously PC 546)

Legal Description Kind of Building:

This house is included in the tax file SNS-1 with the house at 623 Deer Valley Road, which is owned by the same people, because ownership of this house is separate from the ownership of the property upon which it sits. That property is part of an extensive mining claim in the area. All legal references to this house describe it as the 15th house (rear) South side of Deer Valley Road, building only. less than one acre

2 STATUS/USE

Original Owner: possibly Benedictus Carling Construction Date: c. 1890 Demolition Date:

Original Use: Residence Present Use:

Building Condition:		Integrity:	Preliminary Evaluation:		Final Register Status:	
☑ Excellent	☐ Site	☐ Unaltered	☑ Significant	☐ Not of the	☐ National Landmark	☐ District
☐ Good	☐ Ruins	☑ Minor Alterations	☐ Contributory	Historic Period	☐ National Register	☐ Multi-Resource
☐ Deteriorated		☐ Major Alterations	☐ Not Contributory		☐ State Register	☐ Thematic

3 DOCUMENTATION

Photography: Date of Slides: 1983 Slide No.: Date of Photographs: 1983 Photo No.:

Views: ☐ Front ☐ Side ☐ Rear ☐ Other Views: ☐ Front ☐ Side ☐ Rear ☐ Other

Research Sources:

☑ Abstract of Title	☑ Sanborn Maps	☑ Newspapers	☐ U of U Library
☑ Plat Records/Map	☐ City Directories	☐ Utah State Historical Society	☐ BYU Library
☑ Tax Card & Photo	☐ Biographical Encyclopedias	☑ Personal Interviews	☐ USU Library
☐ Building Permit	☑ Obituary Index	☐ LDS Church Archives	☐ SLC Library
☐ Sewer Permit	☑ County & City Histories	☐ LDS Genealogical Society	☑ Other Census Records

Bibliographical References (books, articles, records, interviews, old photographs and maps, etc.):

1900 Census Records. Summit County, Park City Precinct.

Researcher: Roger Roper Date: 4/84

Street Address: 660 Rossie Hill Drive Site No:

4 ARCHITECTURE

Architect/Builder: Unknown

Building Materials: Wood

Building Type/Style: Hall and Parlor House

Description of physical appearance & significant architectural features:
(Include additions, alterations, ancillary structures, and landscaping if applicable)

This house is a one story frame hall and parlor building with a gable roof and an original rear shed extension. It has drop siding on the facade, and board and batten siding on the gable ends. Typical of the hall and parlor house in Park City, the facade is generally symmetrical with a door set slightly off-center between two windows. The windows are the two over two double hung sash type. There is a second door into the east side of the building which opens into the rear shed extension. A small set of wooden stairs and platform provide access to the front door. The only alteration of the exterior of the building is the addition of a square window in the east gable end. The change is unobtrusive and does not affect the original integrity of the building.

5 HISTORY

Statement of Historical Significance: Construction Date: c,1890

Built c. 1890, the Benedictus Carling House at 660 Rossie Hill Drive is architecturally significant as one of 76 extant hall and parlor houses in Park City, 22 of which are included in this nomination. The hall and parlor house, the earliest house type to be built in Park City, and one of the three most common house types that were built during the early period of Park City's mining boom era, significantly contributes to the character of the residential area. In addition, this house is significant as one of only three well preserved houses with board and batten siding. Although board and batten siding was commonly used in the contruction of mining town houses, drop siding was the principle exterior building material for Park City houses.

This house was built by at least 1907, as indicated by the Sanborn Insurance Maps which first covered this area that year, having probably been constructed in the 1880s or '90s, as were the majority of hall and parlor houses in Park City. The first known owners of this house were Benedictus Carling and his wife, Maria, who bought it at an unknown date and owned it until 1900. Benedictus was born in Sweden in 1854 and came to the U.S. in 1879. He and Maria, whom he married in 1879, had at least seven children. Benedictus worked in one of the ore processing mills in Park City.

Edburn Edstrom, who also worked in one of the mills, bought this house from the Carlings in 1900. He was listed in the 1900 census records as the owner/occupant of a house, apparently this one, in this area along Heber Avenue, as it was referred to at that time. Edburn (b. 1863) and his wife, Bessie (b. 1860), both natives of Sweden, were married in 1887 and came to the U.S. in 1891. They had at least seven children. Just six months after they bought this house, the Edstroms sold it to William Y. Bennie.

(See continuation sheet)

660 Rossie Hill Drive
History continued:

William Bennie, a miner, was listed in the 1910 census records as the owner/occupant of this house.[1] Born in Scotland in 1858 and married in 1872, Bennie came to the U.S. in 1887. He worked as a miner while living in Park City. His wife, Catherine, joined him in the U.S. in 1892. They had at least two children.

In the late 1920s or early 1930s this house was purchased by William Wood, father and grandfather of the current owners.[2] Wood lived next door at 652 Rossie Hill Drive and rented out the this and three neighboring houses, which he had also purchased (623 Deer Valley Road, and 622 and 660 Rossie Hill Drive).

[1]The address given in the 1910 census for Bennie's residence, 668 Deer Valley Road, is the same as that given for this house on the 1907 Sanborn Insurance Map, so can be reasonably assumed that they are the same house.
[2]Telephone interview with Gladys Dennis, daughter of William Wood, January 25, 1984, Park City, Utah.



Benedictus Carling House
660 Rossie Hill Drive
Park City, Summit County, Utah

View from Northeast corner

Photo by Roger Roper, October 1983
Negative: Utah State Historical Society








SUNSPOT

To: Park City Planning Commission

From: Robert Gurss
PO Box 3764
Park City, UT 84060

Date: December 9, 2019

RE: 729, 741, 747, 751, 755 Rossie Hill Drive Subdivision-Lilac Hill Subdivision

My wife, Jennifer Gurss, and I are full-time residents of 654 Rossie Hill Drive, in the Tahoma Condominums, located across the upper portion of Rossie Hill Drive from the proposed subdivided lots. I am also a volunteer at (and we are members of) the Park City Museum and have a keen interest in preserving Park City's unique mining era history. Along with many of our neighbors and others in the community, we have been urging the City to adopt rules that will lead to the preservation of the historic mining era homes on Rossie Hill Drive while retaining the historic context and open space surrounding those homes to the maximum extent possible. The City's prior re-zoning of the land at issue as Historic Residential Low-Density (HRL) in 2017, was an important first step in that regard. As addressed below and in the Staff Report, the proposed subdivision is another positive step.

First, the subdivision will consist of just five lots, three containing the original mining era homes (with additions), and two lots with new single-family homes. Limiting the subdivision to just two additional single-family homes is critical as it will help preserve the setting for the historic homes by minimizing density on the properties. That will also limit the number of additional vehicles using the increasingly congested Rossie Hill Drive/Deer Valley Drive intersection (turning left off of Rossie Hill Drive is often challenging due to heavy traffic on Deer Valley Drive).

Second, the subdivision includes a single driveway on the lower portion of Rossie Hill Drive that will serve all five lots. As discussed in the Staff Report, this approach is in keeping with historic preservation. In addition, by not including vehicle access from the upper portion of Rossie Hill Drive, the subdivision will not add traffic to the hair-pin turn between the upper and lower portions of Rossie Hill Drive. That turn is extremely dangerous due to blind spots, poorly maintained lighting, frequent illegal parking, slick conditions after rain/snow, and high snow banks in the winter. (At the appropriate time the City should also restrict parking of construction vehicles on the upper portion of Rossie Hill Drive and the area near the hair-pin turn).

Third, all five lots are already subject to HRL zoning and thus Historic Design Review. This will limit the two additional lots to single-family homes, limit the size and height of those homes and of the additions to the historic homes, and ensure that all of the designs are compatible with the original mining era structures. Height limits will be especially important to prevent the new construction from overwhelming the small mining era structures. We will follow closely the City's ongoing review of eventual building plans for these lots.

Thank you for your consideration.

Wednesday, 12/11/19
Please add include the following amendment to my memo of December 9.

I believe that the Ordinance for the subdivision should clearly state that there (1) shall be no further subdivision of the lots in the future, and (2) that all five lots shall be served by a single driveway from the lower (northern) portion of Rossie Hill Drive with no driveway cuts on the upper (southern) portion.

Thank you. I plan to be at the meeting and will make a public comment.

Bob Gurss

Wednesday, 12/11/19
Members of the Planning Commission,

I am writing regarding the proposed subdivision of the land on Rossie Hill Drive that currently contains 3 historic mining structures.

12/11/19 Agenda Item 8C: 729, 741, 747, 751, 755 Rossie Hill Drive – Subdivision – Lilac Hill East Subdivision (PL-19-04332)

Firstly, I am greatly disappointed that we would take away the open spaces around the historic cabins in favor of continued development and density in Old Town.

1. That any development be within scale and architectural tone of the existing cabins.
2. Based on the plans submitted with the city, and structure at the rear are much too close to the rear lot. Any and all development needs to keep open green space around the historic structures. The structures proposed are non-conforming to the distance of the newer structures built in the recent years.
3. Any entrance would need to come from lower Rossie Hill for safety concerns, especially in winter.

Thank you for your time.

Jason and Elise Parker
658 Rossie Hill Dr #4
Park City, UT 84060

Wednesday, 12/11/19
Members of the Planning Commission,

I am writing regarding the proposed subdivision of the land on Rossie Hill Drive that currently contains 3 historic mining structures.

12/11/19 Agenda Item 8C: 729, 741, 747, 751, 755 Rossie Hill Drive – Subdivision – Lilac Hill East Subdivision (PL-19-04332)

While I won't be at tonight's meeting, I have been keeping up with the project. To better preserve the historic structures and setting, and to limit traffic through the dangerous curve between upper and lower portions of Rossie Hill Drive, I urge that the following Conditions of Approval for this subdivision be added:

(1) expressly prohibit further subdivision beyond the 5 lots currently in the proposal, and
(2) require that the lots be served by a single driveway with an entrance on the lower (northern) portion of Rossie Hill drive, with no driveway cuts on the upper (southern) portion.

I believe these two elements are important to protect the integrity of the Rossi Hill neighborhood.

Thanks,

Duff Stewart

Duff Stewart
575 Rossi Hill Drive
Park City, Utah

Wednesday, 12/11/19
Members of the Planning Commission,

I am writing regarding the proposed subdivision of the land on Rossie Hill Drive that currently contains 3 historic mining structures.

12/11/19 Agenda Item 8C: 729, 741, 747, 751, 755 Rossie Hill Drive – Subdivision – Lilac Hill East Subdivision (PL-19-04332)

To better preserve the historic structures and setting, and to limit traffic through the dangerous curve between upper and lower portions of Rossie Hill Drive, I urge that the following Conditions of Approval for this subdivision be added:

(1) expressly prohibit further subdivision beyond the 5 lots currently in the proposal, and
(2) require that the lots be served by a single driveway with an entrance on the lower (northern) portion of Rossie Hill drive, with no driveway cuts on the upper (southern) portion.

Thanks for your service and consideration,

Diane Bernhardt
630 Coalition View Ct
Park City, UT 84060

Wednesday, 12/11/19
Members of the Planning Commission,

We are reaching out regarding one of your 12/11/19 agenda items.

Item 8C: 729, 741, 747, 751, 755 Rossie Hill Drive – Subdivision – Lilac Hill East Subdivision (PL-19-04332) - the proposed subdivision of the land on Rossie Hill Drive that currently contains 3 historic mining structures.

As long time homeowners on Rossi Hill, we urge you to more completely preserve these historic structures and setting, and to limit traffic through the dangerous curve between upper and lower portions of Rossie Hill Drive,

Please add the following Conditions of Approval for this subdivision:

(1) expressly prohibit further subdivision beyond the 5 lots currently in the proposal, and
(2) require that the lots be served by a single driveway with an entrance on the lower (northern) portion of Rossie Hill drive, with no driveway cuts on the upper (southern) portion.

Thank you,

Rania and Lance Anderson
656 Coalition View Court
Park City UT 84060

Wednesday, 12/11/19
Members of the Planning Commission,

I am writing regarding the proposed subdivision of the land on Rossie Hill Drive that currently contains 3 historic mining structures.

12/11/19 Agenda Item 8C: 729, 741, 747, 751, 755 Rossie Hill Drive – Subdivision – Lilac Hill East Subdivision (PL-19-04332)

To better preserve the historic structures and setting, and to limit traffic through the dangerous curve between upper and lower portions of Rossie Hill Drive, I urge that the following Conditions of Approval for this subdivision be added:

(1) expressly prohibit further subdivision beyond the 5 lots currently in the proposal, and
(2) require that the lots be served by a single driveway with an entrance on the lower (northern) portion of Rossie Hill drive, with no driveway cuts on the upper (southern) portion. --

Lance and Rania Anderson
656 Coalition View Court
Park City UT 84060

Wednesday, 12/11/19
Members of the Planning Commission,

I am writing regarding the proposed subdivision of the land on Rossie Hill Drive that currently contains 3 historic mining structures.

12/11/19 Agenda Item 8C: 729, 741, 747, 751, 755 Rossie Hill Drive – Subdivision – Lilac Hill East Subdivision (PL-19-04332)

To better preserve the historic structures and setting, and to limit traffic through the dangerous curve between upper and lower portions of Rossie Hill Drive, I urge that the following Conditions of Approval for this subdivision be added:

(1) expressly prohibit further subdivision beyond the 5 lots currently in the proposal, and
(2) require that the lots be served by a single driveway with an entrance on the lower (northern) portion of Rossie Hill drive, with no driveway cuts on the upper (southern) portion.

Thank you,
Matey and Morgan Hole
310 McHenry Street

City Council Staff Report

Subject: Silver Rail Subdivision
Author: Alexandra Ananth, Senior Planner
Application: PL-19-04352
Date: January 9, 2020
Type of Item: Administrative – Subdivision Plat

PARK CITY 1884

PLANNING DEPARTMENT

Project Number:	PL-19-04352
Applicant:	Silver Mountain Enterprises, LLC
Location:	2080 Gold Dust Lane and 2211 Sidewinder Drive
Zoning:	Residential Development
Adjacent Land Uses:	Commercial, Multi-Unit Residential, Rail Trail
Reason for Review:	Subdivisions require Planning Commission Review and City Council Action

Recommendation

Staff recommends the City Council conduct a Public Hearing on the request to create a Two-Lot (2-lot) Subdivision from three (3) parcels, consider public input, and consider approving the requested Silver Rail Subdivision pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval as outlined in the attached Ordinance.

Executive Summary

This application proposes to create a Two-Lot Subdivision from three existing parcels. The Silver Mountain Sports Club and Spa currently operates on one of the Parcels, 2080 Gold Dust Lane, Tax Serial Number PCA-3-3002-1. Lot 1 would continue to operate as a Commercial Recreational Facility (Sports Club). Two vacant parcels abutting the Sports Club would make up Lot 2 of the proposed Subdivision. These parcels include 2211 Sidewinder Drive, Tax Serial Number PCA-3-3002-1-A, and PCA-3-3002-1 and are currently used as parking for the Sports Club providing 26 surface parking stalls.

The Planning Commission held a Public Hearing on the proposed Subdivision on December 11, 2019, and voted to forward a positive recommendation to the City Council at that meeting.

A concurrent application for a Zoning Map Amendment to rezone the proposed Subdivision from Residential Development (RD) to General Commercial (GC) was submitted simultaneously with the Subdivision Plat. The Planning Commission opened a Public Hearing on December 11, 2019 for the Zoning Map Amendment and the item

was continued to a date uncertain until the applicant could submit a parking study analyzing parking demand for the Sports Club.

The applicant has stated that a preliminary concept for a 17-unit building is being considered for Lot 2, with a possible combination of offices and residential units and that underground parking will be proposed for this building. An existing easement from Sidewinder Drive across the Prospector Square Condominiums parking area currently provides access to the proposed Lot 2 and would continue to do so. No plans or applications have been submitted for the development of this parcel yet and the applicant has been encouraged to work closely with the City and its abutter as plans develop for proposed Lot 2.

The applicant has stated that regardless of whether or not the proposed rezoning is approved they would like to make Lot 2 a legal lot of record. The Planning Department and Planning Commission have requested a parking study for the Sports Club so that Staff can determine the number of stalls that need to be accommodated on Lot 2 for the Sports Club use prior to further consideration of the proposed rezoning.

Background

The Silver Mountain Sports Club and Spa has operated as a Commercial Recreational Facility on the site for many years (circa 1980). The Sports Club was originally constructed as part of the Prospector Square Condominium project and operated as the Prospector Athletic Club. In 1997 the name was changed to the Prospector Athletic Club and Silver Mountain Spa. Under its new ownership it changed names again to the Silver Mountain Sports Club and Spa. The Sports Club and Spa are no longer affiliated with the Prospector Square Condominiums or the adjacent Conference Center and Inn with the exception of a cooperative agreement to accommodate each other and work together when needed.

The LMC allows the Commercial Recreational Facility use under a Conditional Use Permit in the Residential Development Zone. The applicant received two (2) CUP's over the years as they made improvements to the Club including:

- in 1996 to add an Outdoor Swimming Pool and hot tub; and
- in 2000 to increase the floor area by 7,636 square feet to 28,700 square feet, to construct a new swimming pool with seasonal cover, and to remove a tennis court in order to net 23 new parking spaces for a total of 78 parking stalls. This application was approved on October 11, 2000 (**Exhibit D**).

In 2001 the applicant (under different ownership) applied to rezone a larger site from RD to GC but subsequently withdrew the application. The 2001 rezoning request included the adjacent Prospector Square Condominiums, which consists of 311 residential condominium units, as well as the adjacent Conference Center and Inn.

The 2000 CUP included the removal of one tennis court and 10 parking stalls at the east of the property but added an additional 33 parking spaces, for a net addition of 23 parking spaces (26 of which are located on what is now proposed as Lot 2) for a total of 78 parking spaces. The CUP approval notes that the proposed 78 parking space in conjunction with the 260 parking spaces for the Prospector Inn should be sufficient for the expanded Sports Club use.

As the Sports Club is no longer affiliated with the Prospector Inn the Planning Department is concerned that parking on site may no longer be sufficient for the use and has requested a parking study prior to the rezoning application moving forward. The applicant has stated that regardless of whether or not the proposed rezoning is approved they would like to make Lot 2 a legal lot of record and has requested that the City Council take action on the proposed Subdivision.

The Planning Department notes that current parking requirements for a Commercial Recreational Facility would require 144 parking stalls (5 stalls per 1,000 square feet, 28,700/1,000 = 28.7*5=144). The applicant has stated that if the request to rezone the property is approved, they will construct underground parking on Lot 2 and replace stalls that are lost for the development of this lot within the new development in order to maintain 78 parking stalls for the Sports Club.

Analysis

For the purposes of this application the applicant is simply proposing to create a two-lot (2) Subdivision from three existing lots and the Planning Department has no concerns with the proposed Subdivision per se so long as ***proposed Lot 2 continues to provide at least 26 parking stalls for the Sports Club use on Lot 1 (Condition of Approval #5)***.

The table below lists the Lot and Site Requirements for the existing Residential Development District:

Zone Allowance:	***Residential Development***	***Proposed Lots***	
		Lot 1	***Lot 2***
Lot Size	*No Minimum*	*2.27 acres (98,881 SF)*	*.66 acres (28,750 SF)*
Density	*3 units per acre, (or up to 5 units per acre with a MPD)*	*6 units*	*1 unit (up to 3 units with an MPD)*
Setbacks			
Front Setback	*20 feet*	*> 20 feet*	*No Plans Submitted*
Front Setback – New front facing garages	*25 feet*		
Rear Setback – Main Buildings	*15 feet*	*>15 feet (rear)*	

Rear Setback – Accessory Buildings and detached garages *Side Setback*	*10 feet* *12 feet*	 *>12 feet (side)*	
Building Height	*28 feet from existing grade*	***38 feet (existing non-conforming)***	

As shown in the table above Lot 1 meets all requirements with the exception of the existing building height. Any future development on either proposed Lot 1 and 2 will be subject to the Land Management Code requirements or the zoning district in effect at the time.

The Planning Department notes both Proposed Lot 1 and Proposed Lot 2 are located within the Soils Ordinance Boundary and future development of Lot 2 must comply with LMC 11-15.

Good Cause

Planning Staff finds that there is Good Cause to grant the requested Two-Lot (2) Subdivision. Proposed Lot 1 would continue to operate as a Sports Club and Lot 2 would create a legal lot of record from two parcels.

Alternatives

- The Planning Commission may forward a positive recommendation to City Council to approve the two-lot (2) Silver Rail Subdivision; or
- The Planning Commission may forward a negative recommendation to City Council for the proposed two-lot (2) Silver Rail Subdivision and direct staff to make findings for this decision; or
- The Planning Commission may continue the discussion on the two-lot (2) Silver Rail Subdivision to a date certain and provide input to staff and the Applicant on any additional information they require in order to make a recommendation.

Attachments

Ordinance

Exhibit A: Proposed Subdivision

Exhibit B: Applicant's Project Intent

Exhibit C: Link to December 11, 2019 Planning Commission Staff Report

Exhibit D: Planning Commission CUP Approval, October 11, 2000

Exhibit E: Access Easement for Access to Lot 2

Ordinance No. 2020-03

AN ORDINANCE APPROVING THE TWO-LOT SILVER RAIL SUBDIVISION LOCATED AT 2080 GOLD DUST LANE AND 2211 SIDEWINDER DRIVE, PARK CITY, UTAH

WHEREAS, the owner of the property located at 2080 Gold Dust Lane and 2211 Sidewinder Drive petitioned the City Council for approval of the two-lot Silver Rail Subdivision; and

WHEREAS, on November 26, 2019, the property was posted and notice was mailed according to the requirements of the Land Management Code; and

WHEREAS, legal notice was published in the Park Record on November 23, 2019, according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a Public Hearing on December 11, 2019, to receive input on the Silver Rail Subdivision Plat; and

WHEREAS, the Planning Commission forwarded a positive recommendation to City Council; and

WHEREAS, on January 9, 2020, the City Council held a public hearing to receive input on the Subdivision Plat; and

WHEREAS there is good cause and it is in the best interest of Park City Utah, to approve the Subdivision Plat.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The Subdivision Plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. Summit County Parcels No. PCA-3-3002-1, PCA-3-3002-1-A and PCA-3-3002-1, make up a 2.93-acre site located at 2080 Gold Dust Lane and 2211 Sidewinder Drive.
2. 2080 Gold Dust Lane is improved with a Commercial Recreational Facility.
3. 2211 Sidewinder Drive contains 26 parking stalls for the Silver Mountain Sports Club.
4. 2080 Gold Dust Lane received two (2) Conditional Use Permits over the years as they made improvements to the Club including in 1996 to add an Outdoor Swimming

Pool and hot tub; and in 2000 to increase the floor area by 7,636 square feet, to construct a new swimming pool with seasonal cover and to add 23 net new parking spaces. The Sports Club met the parking requirement in effect at the time with 78 parking stalls.

5. On October 15, 2019, the applicant submitted a complete application to subdivide the 2.93-acre site into two (2) lots.
6. The existing Sports Club meets the Lot and Site Requirements for the Residential District with the exception of building height which is considered existing non-conforming.
7. No plans for the development of Lot 2 have been submitted to the City to date.
8. Any development on Lot 2 will need to meet the requirements of the Land Management Code.
9. The applicant has been encouraged to work with the City's Planning and Engineering Divisions as plans develop for Lot 2 and to replace existing Silver Mountain Sports Club Parking on Lot 2 within the new development. A parking study for the Sports Club will be required for the development of Lot 2.
10. The Planning Department notes both Lot 1 and Lot 2 are located within the Soils Ordinance Boundary and future development of Lot 2 must comply with LMC 11-15.

Conclusions of Law:

1. There is Good Cause for the Silver Rail Subdivision. The proposed Lot 1 would continue to operate as a health club and Lot 2 would create a legal lot of record from two parcels.
2. The Silver Rail Subdivision is consistent with the 2014 Park City General Plan and the Park City Land Management Code including Sections 15-7.1-3(C) and 15-12-15(B)(4) and (9) and applicable State Law regarding Subdivisions.
3. Neither the public nor any person will be materially injured by the proposed Subdivision.
4. Approval of the Subdivision does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Subdivision Plat for compliance with State Law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Lots 1 and 2 of the Silver Rail Subdivision shall not be further subdivided in the future.
4. Both Lot 1 and Lot 2 are located within the Soils Ordinance Boundary and future development of Lot 2 must comply with LMC 11-15.
5. The Lot 2 Plat shall contain a Plat Note and/or easement in a form approved by the City Attorney for the 26 parking spaces which currently are satisfied on this lot for Lot 1. Any future development of Lot 2 shall include parking to replace the 26

surface stalls that currently exist on Lot 2 for the Sports Club unless the appropriate land use authority approves alternative replacement parking or the parking requirement is reduced after a Parking Study is submitted that justifies a reduction to the existing parking.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication and when the revised Official Zoning Map is signed by the Planning Director upon final review by the City Attorney.

PASSED AND ADOPTED this 9th day of January, 2020.

PARK CITY MUNICIPAL CORPORATION

_____
MAYOR, Andy Beerman

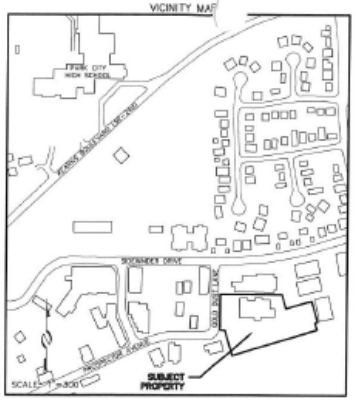
ATTEST:

_____
City Recorder, Michelle Kellogg

APPROVED AS TO FORM:

_____
City Attorney, Mark Harrington

Attachment 1 – Proposed Silver Rail Subdivision



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Silver Mountain Enterprises, L.L.C., a Utah Limited Liability Company, the undersigned owner of the herein described tract of land, to be known hereafter as SILVER RAIL SUBDIVISION, does hereby certify that it has caused this subdivision plat to be prepared and does hereby consent to the recordation of this subdivision plat.

In witness whereof, the undersigned set his hand this _____ day of _____, 2020.

Silver Mountain Enterprises, L.L.C.
a Utah Limited Liability Company

By: _____
Stanton Jones, Manager

ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2020, Stanton Jones personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of Silver Mountain Enterprises, L.L.C., a Utah Limited Liability Company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the SILVER RAIL SUBDIVISION.

By: _____
Notary Public

_____
Printed Name

Residing In: _____

My commission expires: _____

Commission No. _____

SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 4857264, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described hereon, and have combined said tract of land into lots, hereafter to be known as SILVER RAIL SUBDIVISION and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

PARCEL NO. 1:

BEGINNING at a point South 1957.76 feet and West 273.56 feet from the Northeast corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian; said point also being on the Northerly right-of-way line of the Union Pacific Railroad; and running thence South 73°09'48" West along said Northerly right-of-way line 357.11 feet; thence North 16°50'12" West 143.38 feet; thence West 25.00 feet to the East right-of-way line of Gold Dust Lane; thence North 323.77 feet along said East right-of-way line to a point of a 15.00 foot radius curve to the right, the radius point of which is East 15.00 feet; thence Northeasterly along the arc of said curve and Easterly right-of-way line 23.55 feet to the South line of Sidewinder Drive the said point being on a 1756.00 foot radius reverse curve to the left, center bears due North 1756.00 feet; thence Northeasterly along the arc of said curve 277.75 feet; thence South 16°29'00" East 411.28 feet to the point of BEGINNING.

EXCLUDING THEREFROM the following described parcel:

BEGINNING at a point on the South line of Sidewinder Drive, said point being South 88°01'32" East 324.862 feet from the intersection of Sidewinder Drive and Gold Dust Lane, and more specifically described as being South 1363.387 feet and West 360.24 feet from the Section corner common to Sections 3, 4, 9, and 10 of Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 16°29'00" East 170.441 feet; thence North 89°56'30" West 340.03 feet to the East line of Gold Dust Lane; thence due North along said East line, 135.284 feet to a point of a 15.00 foot radius curve to the right, center bears East 15.00 feet; thence Northeasterly along the arc of said curve, 23.55 feet to the South line of Sidewinder Drive, said point also being on a 1756.00 foot radius reverse curve to the left, center bears due North 1756.00 feet; thence Northeasterly along the arc of said curve, 277.814 feet to the point of BEGINNING.

PARCEL NO. 2

BEGINNING at a point which is South 1957.76 feet and West 273.56 feet from the Northeast corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian; said point being on the Northerly right of way line of the Union Pacific Railroad; and running thence North 16°29' West 160.48 feet; thence North 73°09'48" East 130.55 feet; thence South 16°50'12" East 160.48 feet to the North right of way line of the Union Pacific Railroad; thence Southwest along the North side of said Railroad to the point of BEGINNING.

PARCEL NO. 3

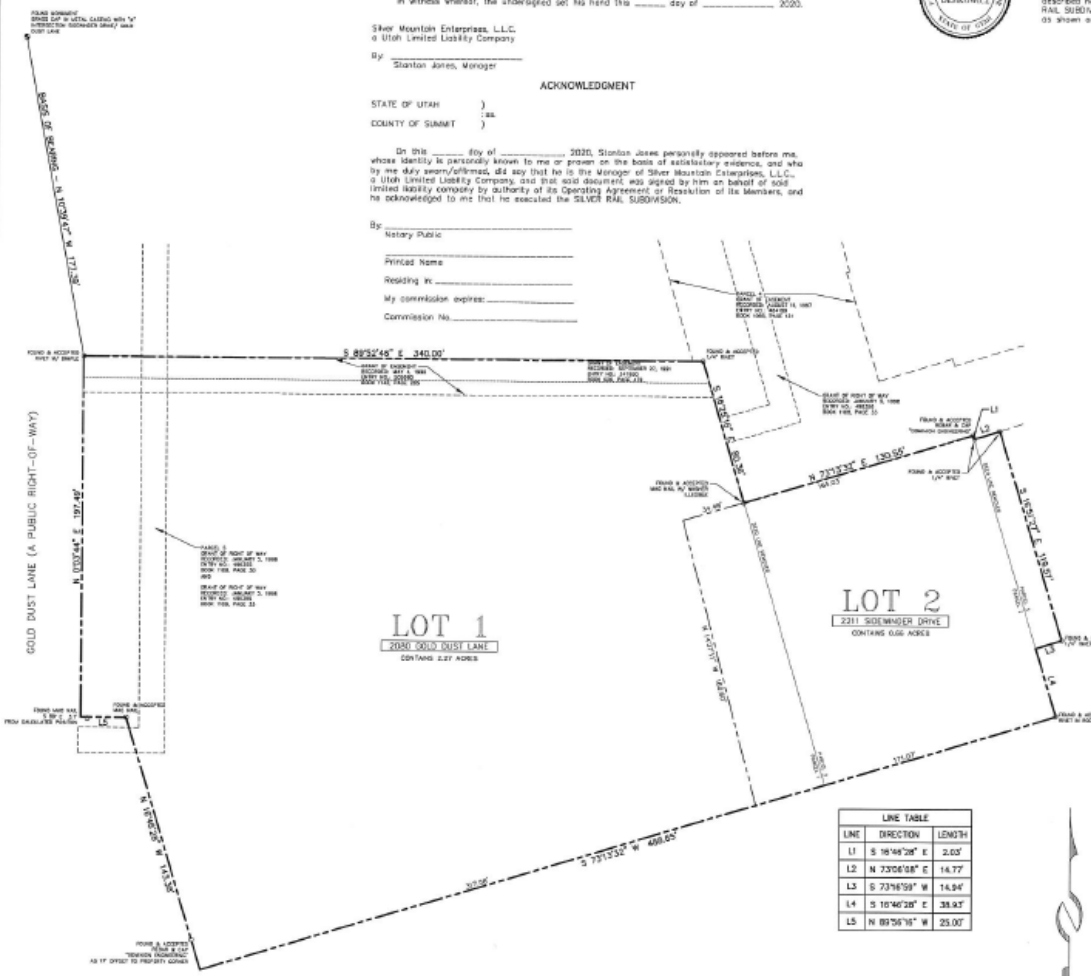
BEGINNING at a point which is South 1768.01 feet and West 193.55 feet from the Northeast corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on a chain link fence and running thence North 73°00'24" East 14.77 feet along said fence; thence South 16°58'11" East 119.57 feet along said fence; thence South 73°13'15" West 15.05 feet along said fence; thence North 16°76'12" West 119.52 feet to the point of BEGINNING.

PARCEL NO. 4

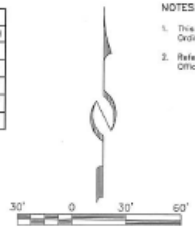
Together with a non exclusive right, privilege and authority to (or to have utility companies or utility suppliers), construct, operate, replace, repair and maintain water, natural gas, electrical, telephone, cable T.V. and sewer lines and pipes, including all necessary fixtures, as described in that certain Grant of Easement, from the Prospector Square Condominiums Association of Unit Owners, to Gage Enterprises, Inc., a Utah Corporation, recorded August 11, 1997, as Entry No. 454189, in Book 1066, at Page 131, Summit County Recorder's Office.

PARCEL NO. 5

Subject to and together with a non-exclusive right-of-way for pedestrian and vehicular ingress and egress, as disclosed in that certain Grant of Right-of-Way, from Gage Enterprises, Inc., a Utah Corporation, to Prospector Square Condominiums Association of Unit Owners, recorded January 5, 1998, as Entry No. 498335, in Book 1105, at Page 30, Summit County Recorder's Office.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 16°46'28" E	2.03'
L2	N 73°06'08" E	14.77'
L3	S 73°16'59" W	14.94'
L4	S 16°46'28" E	38.93'
L5	N 89°56'16" W	25.00'



NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2020-_____.
2. Refer to survey S-_____, on file in the Summit County Recorder's Office.

RECEIVED
OCT 15 2019
PARK CITY PLANNING DEPT.

SILVER RAIL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 9,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

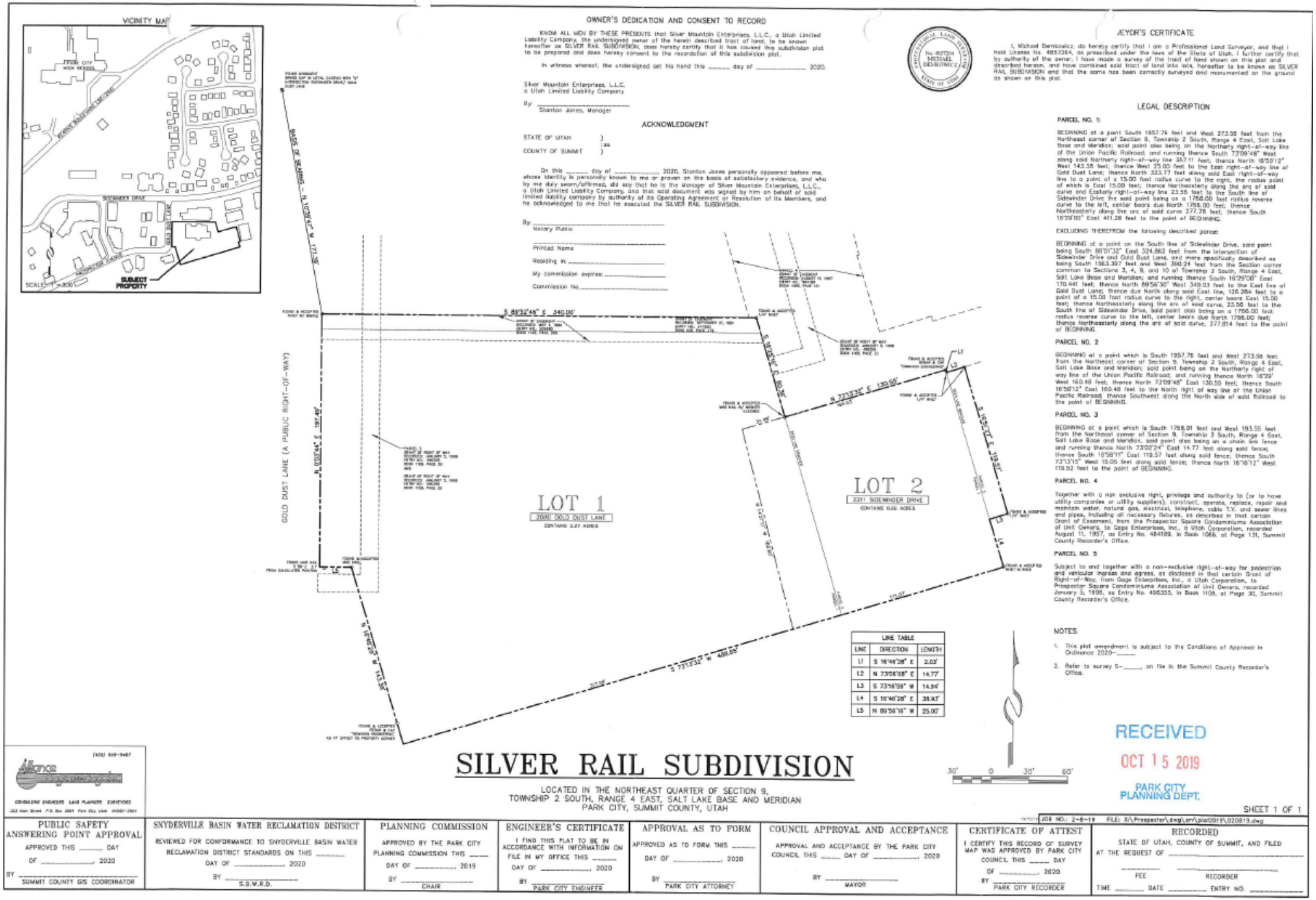
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
333 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SHEET 1 OF 1

JOB NO.: 2-8-19 FILE: R:\Prospector\dwg\srv\plat2019\020819.dwg

PUBLIC SAFETY ANSWERING POINT APPROVAL	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
APPROVED THIS _____ DAY OF _____, 2020	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2020	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2019	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2020	APPROVED AS TO FORM THIS _____ DAY OF _____, 2020	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 2020	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2020	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
BY _____ SUMMIT COUNTY GIS COORDINATOR	BY _____ S.B.W.R.D.	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ MAYOR	BY _____ PARK CITY RECORDER	_____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____

Exhibit A – Proposed Silver Rail Subdivision



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Silver Mountain Enterprises, L.L.C., a Utah Limited Liability Company, the undersigned owner of the herein described tract of land, to be known hereafter as SILVER RAIL SUBDIVISION, does hereby certify that it has caused this subdivision plat to be prepared and does hereby consent to the recordation of this subdivision plat.

In witness whereof, the undersigned set his hand this _____ day of _____ 2020.

Silver Mountain Enterprises, L.L.C.
a Utah Limited Liability Company

By: _____
Stanton Jones, Manager

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2020, Stanton Jones personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of Silver Mountain Enterprises, L.L.C., a Utah Limited Liability Company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the SILVER RAIL SUBDIVISION.

By: _____
Notary Public

Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 4857284, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described hereon, and have combined said tract of land into lots, hereafter to be known as SILVER RAIL SUBDIVISION and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

No. 4857284 MICHAEL DEMKOWICZ STATE OF UTAH

LEGAL DESCRIPTION

PARCEL NO. 1:

BEGINNING at a point South 1957.76 feet and West 273.58 feet from the Northeast corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian; said point also being on the Northerly right-of-way line of the Union Pacific Railroad; and running thence South 73°09'48" West along said Northerly right-of-way line 357.11 feet; thence North 16°50'12" West 143.38 feet; thence West 25.00 feet to the East right-of-way line of Gold Dust Lane; thence North 323.77 feet along said East right-of-way line to a point of a 15.00 foot radius curve to the right, the radius point of which is East 15.00 feet; thence Northeasterly along the arc of said curve and Easterly right-of-way line 23.56 feet to the South line of Sidewinder Drive; the said point being on a 1768.00 foot radius reverse curve to the left, center bears due North 1768.00 feet; thence Northeasterly along the arc of said curve 277.78 feet; thence South 16°29'00" East 411.28 feet to the point of BEGINNING.

EXCLUDING THEREFROM the following described parcel:

BEGINNING at a point on the South line of Sidewinder Drive, said point being South 88°01'32" East 324.862 feet from the intersection of Sidewinder Drive and Gold Dust Lane, and more specifically described as being South 1363.397 feet and West 360.24 feet from the Section corner common to Sections 3, 4, 9, and 10 of Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 16°29'00" East 170.441 feet; thence North 89°56'30" West 340.03 feet to the East line of Gold Dust Lane; thence due North along said East line, 135.284 feet to a point of a 15.00 foot radius curve to the right, center bears East 15.00 feet; thence Northeasterly along the arc of said curve, 23.55 feet to the South line of Sidewinder Drive, said point also being on a 1768.00 foot radius reverse curve to the left, center bears due North 1768.00 feet; thence Northeasterly along the arc of said curve, 277.814 feet to the point of BEGINNING.

PARCEL NO. 2

BEGINNING at a point which is South 1957.76 feet and West 273.58 feet from the Northeast corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian; said point being on the Northerly right of way line of the Union Pacific Railroad; and running thence North 16°29' West 160.48 feet; thence North 73°09'48" East 130.55 feet; thence South 16°50'12" East 160.48 feet to the North right of way line of the Union Pacific Railroad; thence Southwest along the North side of said Railroad to the point of BEGINNING.

PARCEL NO. 3

BEGINNING at a point which is South 1768.01 feet and West 193.55 feet from the Northeast corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian; said point also being on a chain link fence and running thence North 73°02'24" East 14.77 feet along said fence; thence South 16°56'11" East 119.57 feet along said fence; thence South 73°13'15" West 15.05 feet along said fence; thence North 16°16'12" West 119.52 feet to the point of BEGINNING.

PARCEL NO. 4

Together with a non exclusive right, privilege and authority to (or to have utility companies or utility suppliers), construct, operate, replace, repair and maintain water, natural gas, electrical, telephone, cable T.V. and sewer lines and pipes, including all necessary fixtures, as described in that certain Grant of Easement, from the Prospector Square Condominiums Association of Unit Owners, to Gage Enterprises, Inc., a Utah Corporation, recorded August 11, 1997, as Entry No. 484182, in Book 1066, at Page 131, Summit County Recorder's Office.

PARCEL NO. 5

Subject to and together with a non-exclusive right-of-way for pedestrian and vehicular ingress and egress, as disclosed in that certain Grant of Right-of-Way, from Gage Enterprises, Inc., a Utah Corporation, to Prospector Square Condominiums Association of Unit Owners, recorded January 5, 1998, as Entry No. 496355, in Book 1108, at Page 30, Summit County Recorder's Office.

NOTES:

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2020-_____
2. Refer to survey S-_____, on file in the Summit County Recorder's Office.

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OCT 15 2019
PARK CITY PLANNING DEPT.

ALLIANCE ENGINEERING INC. (435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
222 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SHEET 1 OF 1

JOB NO.: 2-8-19 FILE: X:\Prospector\dwg\srr\plat2019\020819.dwg

PUBLIC SAFETY ANSWERING POINT APPROVAL	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
APPROVED THIS _____ DAY OF _____, 2020	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2020	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2019	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2020	APPROVED AS TO FORM THIS _____ DAY OF _____, 2020	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2020	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2020	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
BY _____ SUMMIT COUNTY GIS COORDINATOR	BY _____ S.B.W.R.D.	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ MAYOR	BY _____ PARK CITY RECORDER	FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____

SILVER RAIL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 9,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PROPOSED SILVER RAIL SUBDIVISION
(2080 Gold Dust Lane & 2211 Sidewinder Drive)

October 14, 2019

PROJECT INTENT

Silver Mountain Sports Club and Spa is a health club currently under operation at 2080 Gold Dust Lane in the Prospector area of Park City and abuts the Rail Trail and has Tax Serial Number PCA-3-3002-1. The health club includes an enclosed building with exercise facilities and an outdoor swimming pool area. A vacant parcel abutting the Silver Mountain Sports Club and Spa parcel to the east is currently paved and unpaved surface and is occasionally used for parking and storage. This parcel has Tax Serial Number PCA-3-3002-1-A. A parcel approximately 15 feet by 120 feet to the east of this vacant parcel has Tax Serial Number PCA-3-3002-1, which is the Tax Serial Number for the health club parcel, but is not contiguous with the health club parcel.

This plat application proposes to create a two-lot subdivision from these three parcels. A fence between the pool area of the health club and the vacant parcel is the approximate location of the proposed lot line between Lots 1 & 2 of the proposed subdivision. The west boundary of the proposed Lot 2 will begin at the aforementioned existing fence, extend to the east and will include the approximately 15 foot by 120 foot parcel.

The proposed Lot 1 would continue to operate as a health club. A preliminary concept for a 17-unit building is proposed for Lot 2, with a possible combination of offices and residential units, three of which are proposed to be rented as workforce housing. Underground parking is proposed for this building. An existing easement from Sidewinder Drive across the Prospector Square Condominiums parking area will provide access to the proposed Lot 2.

The parcels that are proposed to become Silver Rail Subdivision are currently zoned RD (Residential Development). An application to rezone this property from RD (Residential Development) to GC (General Commercial) is being submitted simultaneously with this subdivision application.

Exhibit C

Link to December 11, 2019 Planning Commission Staff Report

PARK CITY
1884

PLANNING COMMISSION STAFF REPORT

Date: October 11, 2000
Department: Planning Department
Title: 2080 Gold Dust Lane - Silver Mountain Sports Club&Spa
Type of Item: Conditional Use Permit

Summary Recommendations: Staff requests the Planning Commission conduct a public hearing, consider public input, and review the project within the context of the Land Management Code to allow a conditional use permit for the existing sports club to:

- increase the floor area approximately 7,636 square feet.
- remove one of three outdoor tennis courts to add 23 parking spaces.
- construct a new swimming pool with a request to place a seasonal cover over the pool.

The sports club is in the Residential Development Zone within Prospector Square Condominiums.

A. Topic

Applicant:	Silver Mountain Sports Club & Spa
Location:	2080 Gold Dust Lane
Proposal:	Addition to an existing sports club
Zoning:	Residential Development (RD)
Adjacent Land Uses:	Commercial, Residential & Rail Trail
Project Planner:	Kevin LoPiccolo
Date of Application:	August 29, 2000

B. Background

Silver Mountain Sports Club&Spa purchased the Prospector Athletic Club located at 2080 Gold Dust Lane. The sports club is the second building south of Sidewinder Drive and the first building seen going north on Gold Dust Lane. The Land Management Code under a Conditional Use Permit allows this use in the Residential Development Zone. Due to the request of a building addition and the removal of a tennis court to allow for additional parking and a new pool, the Community Development Department requested that the applicant file a conditional use permit.

C. Analysis

The new owners are requesting: (1) an increase floor area of approximately 7,636 square feet be added to the existing facility; (2) remove one outdoor tennis court; (3) add an additional 26 parking spaces plus 7 parking spaces at the west side of the parking lot; (4) request to fill in the existing pool and construct a new pool east of the existing swimming pool. The

applicant is proposing to place a temporary seasonal cover once the new pool is completed. The cover would be similar to the bubble that is used at the outdoor tennis courts at the Racquet Club, subject to condition of approval.

The facility, not including the Prospector Inn has 55 existing parking spaces, 45 parking spaces on the west side of the property and 10 at the east. The applicant will remove the 10 parking spaces at the east, but add an additional 33 parking spaces, netting 23 parking spaces for a total of 78 parking spaces. With the proposed additions, the total floor area is approximately 28,692 for the entire facility. Based on Chapter 3 off street parking requirement for recreation uses is a minium of 1 parking space per 4 persons maximum rated capacity. With approximately 260 parking spaces for Prospector Inn and valuable on-street available on Gold Dust Lane and Sidewinder Drive, there should be ample parking.

The following is the Residential Development Zone requirements:

	EXISTING	PROPOSED	REQUIRED
PARKING	45	78	1 per 4 person maximum*
FLOOR AREA	21,056 S.F.	7,636 S.F.	NA
SETBACKS: FRONT	90 FEET	90 FEET	25
SIDES	20-120 FEET	20-40 FEET**	12
REAR	65 FEET	30 FEET	15 FEET
HEIGHT	38 feet at high point	20-23 FEET***	33

*Since the existing facility is approximately 21,056 square feet and provides 55 parking spaces that equates to a parking ratio of one parking space per 400 square feet. With the proposed addition, the total square footage for the facility is approximately 28,692 square feet. The facility would have a square footage of 28,692 divided by one parking space per 400 square feet. The parking requirement would be 72 parking spaces. The applicant is proposing a total of 78 parking spaces.

**Measured from outdoor swimming pool. Building is approximately 140 feet.

*** Height of proposed addition.

D. Department Review

The City's Staff Review Team have reviewed this application and find it to be in conformance with applicable city development codes.

E. Public Input

This project was noticed to property owners within 300' of the affected property and all property owners within the affected subdivision plat on September 26, 2000. A phone call was received voicing a concern over the size of the proposal saying that it was too big and

that the facility was large enough.

Significant Impacts
There are no significant impacts associated with approving an existing use that has been in operation. The proposed addition to the facility does not exceed 23 feet in height. The prescribed heigh for the RD zone is 33 feet. The surrounding structures to the west range from heights of 40 feet in the commercial zone and 18-33 feet to the north of the existing facility in the residential zone.

Consequences of not taking the recommended action
If the conditional use permit is not approved, the use can continue as it currently does. Since the applicant is proposing an addition to the existing building, the Community Development Department is requesting a conditional use permit. The Land Management zone requires a Conditional Use Permit for recreation facilities in the RD zone.

Recommendation
Staff recommends the Planning Commission conduct a public hearing, consider public input, and approve the conditional use permit to allow an addition of 7,636 square feet to the existing facility, remove the existing outdoor tennis court to allow 26 parking spaces and construct a new outdoor swimming pool allowing a seasonal cover to be placed over the pool, based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact
1. The property is in the Residential Development Zone.
2. The size of the existing facility is 21,056 square feet with 55 existing parking spaces.
3. The proposed addition to the existing facility is approximately 7,636 square feet with a proposed net increase of 23 parking spaces.
4. The applicant is proposing a seasonal cover over the outdoor pool.
5. The Residential Zone requires a Conditional Use Permit for commercial recreation facilities per Chapter 15-2.13-2 Uses.
6. The plans that are being reviewed by the Planning Commission were submitted to the Planning Department on September 29, 2000.
7. The applicant stipulates to all conditions of approval.
8. The facts discussed in the Analysis section are hereby incorporated herein.

Conclusions of Law
1. The use will be compatible with surrounding structures in use, scale, mass and circulation. The existing facility is 38 feet in height. The proposed addition to the building is between 20-23 feet high. The adjacent buildings range in height of 18-40 feet.

2. The use is consistent with the General Plan.

3. Any differences have been mitigated by the conditions of approval.

4. The use is consistent with all requirements of the LMC, Section 15-1-10 and Chapter 15-2.13-2.

Conditions of Approval

1. The seasonal cover for the outdoor pool may be erected only between October 15 to May15 of each season. AND IS LIMITED TO 25 FEET IN HEIGHT.

2. Any proposed signs or exterior lights shall be reviewed and approved or denied by the Community Development Department. All existing signs and exterior lighting on the existing and proposed addition shall comply with the City Sign Code and Lighting Ordinance.

3. All building materials shall match the existing facility.

4. Plumbing vents, ducts, and other appurtenances protruding from the roof shall be integrated in such a manner that they will not be viewed from the front of the property or other highly visible vantage points. Roof vents shall be shown on construction drawings and painted to match roof material color.

5. All Standard Project Conditions shall apply (Exhibit "F").

6. The Developer shall provide a detailed Construction Management Plan (CMP), prior to issuance of any building permits, that addresses at a minimum the following:

   a.) A construction staging, storage, circulation and parking plan.

   b.) The developer shall instruct all contractors that there is to be no wash out of concrete trucks in landscape areas. Further, the developer shall identify acceptable off-site dirt storage and disposal sites , obtain written permission by the owner and post a financial surety, to the satisfaction of the City, that will provide for the rehabilitation of the said storage and disposal site.

   c.) Any temporary parking signs, subject to Public Works Director and City Engineer approval, shall be addressed in the CMP.

   d.) The applicant shall comply with applicable Utah Air Quality standards, regarding dust mitigation, and with any applicable Utah Water Quality standards and shall provide any necessary permits or evidence of compliance prior to issuance of building construction. Park City does not guarantee or monitor compliance with these standards.

7. Any desired modification to the approved plans, after the issuance of a building permit, must be specifically requested and approved by the Community Development Department or by the Planning Commission.

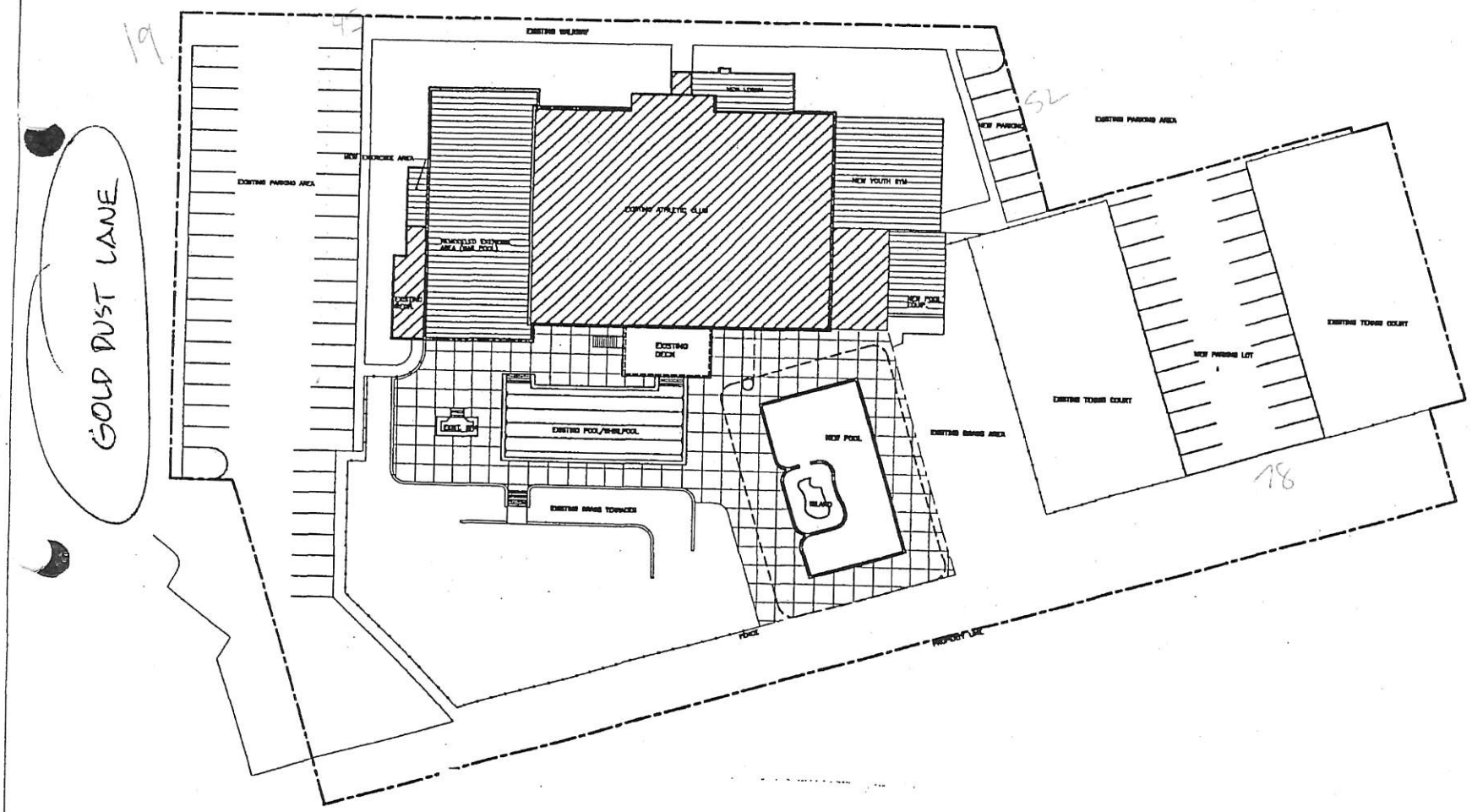
8. This Conditional Use Permit shall expire if a building permit is not issued within (12) twelve months from the date of this approval and the applicant must reapply for said use with the Planning Department.

Exhibits

Exhibit A- Location Map
Exhibit B- Site Plan - Gold Dust Lane
Exhibit C- Existing and proposed Floor Plans
Exhibit D- Elevations
Exhibit E- Roof Plan
Exhibit F- Standard Conditions

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RECEIVED
SEP 29 2000
PARK CITY
PLANNING DEPT.



SITE PLAN

Exhibit B- Site Plan

LLOYD E. PLATT & ASSOCIATES
A R C H I T E C T S

SILVER MOUNTAIN SPORTS CLUB & SPA
2080 Gold Dust Lane
Park City, Utah 84068

SITE PLAN

Sep. 21, 2000

A-100

Exhibit E

Access Easement

When Recorded Mail to:
David W. Johnson
P.O. Box 3598
Park City, Utah 84060

GRANT OF EASEMENT

FOR TEN DOLLARS ($10.00) and other good and valuable consideration, the PROSPECTOR SQUARE CONDOMINIUMS ASSOCIATION OF UNIT OWNERS (referred to below as "Grantor"), hereby conveys and warrants to GAGE ENTERPRISES, INC., A UTAH CORPORATION (referred to below as the "Grantee"), and to the successors and assigns of Grantee, a non-exclusive right, privilege and authority to (or to have utility companies or utility suppliers) construct, operate, replace, repair and maintain, water, natural gas, electrical, telephone, cable t.v. and sewer lines and pipes, including all necessary fixtures (collectively referred to below as "Utility Lines"), in the following described real estate owned by Grantor, situated in the county of Summit, State of Utah (referred to below as the "Subject Property"):

See Exhibit "A"

Said easement being the right to construct, operate, replace, repair and maintain the Utility Lines in the Subject Property, and a right of access thereto under or across the Subject Property. This Grant of Easement includes the right of the Grantee, its agents and employees, to enter upon the Subject Property for the purpose of exercising any of the rights herein granted. With reference to any Utility Lines located in the Subject Property, which lines jointly service Grantor and Grantee's properties, Grantor and Grantee agree to share the costs of repairing any damage to any such Utility Lines.

The Grantor covenants that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the Subject Property and has the right and authority to make and execute this Grant of Easement.

PROSPECTOR SQUARE CONDOMINIUMS
ASSOCIATION OF UNIT OWNERS

BY: _____
Sam Williams
ITS: PRESIDENT
President

00484189 Bk01066 Pg00131-00133
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1997 AUG 11 15:37 PM FEE $14.00 BY DMG
REQUEST: PARK CITY TITLE

STATE OF UTAH)
: ss.
County of Summit)

On the 7 day of July, 1997, personally appeared before me Sam Williams, the President of the PROSPECTOR SQUARE CONDOMINIUMS ASSOCIATION OF UNIT OWNERS, the signer of the within instrument, who duly acknowledged to me that he/she executed the same.

Notary Public

My commission Expires: 2/12/2000

Residing at: Salt Lake

NOTARY PUBLIC
TERESE G. WALTON
5842 So. Fontaine Bleu Cir
Salt Lake City, Utah 84121
My Commission Expires
February 12, 2000
STATE OF UTAH

easement gge2 7-7-97 (DWJ 6-97)

00484189 Bk01066 Pg00132

Alliance Engineering Inc.

EXHIBIT "A"
LEGAL DESCRIPTION
PARK CITY, UTAH

BEGINNING at a point South 1726.83 feet and West 341.89 feet from the Northeast corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being the Southeast corner of a parcel of land described and show on the 3rd Supplemental plat of Prospector Square Condominiums, according to the official plat thereof on file in the office of the Summit County Recorder, Entry NO. 182367; and running thence S 16°29'00" E 80.35 feet; thence N 73°09'48" E 130.55 feet; thence S 16°50'12" E 2.04 feet; thence N 73°02'24" E 14.77 feet; thence N 72°26'46" E 21.55 feet more or less to a point on the face of an existing structure, described as Building 6 and shown on Prospector Square Condominiums Supplemental Plat , according to the official plat thereof on file in the office of the Summit County Recorder, Entry NO. 151588; thence a long the face of said structure N 73°00'00" E 62.00 feet to the Northeast corner of said structure; thence N 17°00'00" W 37.00 feet; thence S 73°00'00" W 12.69 feet more or less to the Southeast corner of an existing structure described as Building 5 and shown on Prospector Square Condominiums Supplemental Plat , according to the official plat thereof on file in the office of the Summit County Recorder, Entry NO. 151588; thence along the face of said structure through the following 7 courses; (1) thence S 73°00'00" W 42.46 feet more or less; (2) thence N 17°00'00" W 4.00 feet more or less; (3) thence S 73°00'00" W 42.00 feet more or less; (4) thence N 17°00'00" W 4.00 feet more or less; (5) thence S 73°00'00" W 42.00 feet more or less; (6) thence N 17°00'00" W 62.00 feet more or less; (7) thence N 73°00'00" E 1.55 feet more or less; thence N 14°28'07" W 122.11 feet; thence N 73°00'00" E 46.03 feet; thence N 17°00'00" W 10.00 feet to a point on the southerly right-of-way line of Sidewinder Drive, a public right-of-way, said point also being on a 1766.00 foot radius curve to the right, whose radius point bears N 13°35'35" W ; thence along the arc of said curve and said right-of-way line 146.61 feet through a central angle of 04°45'23"; thence S 16°29'00" E 169.56 feet; thence S 89°56'30" E 5.63 feet to the point of beginning.

Y:\D41\ESM\TB.LGL

00484189 Bk01066 Pg00133

323 Main Street P.O. Box 2664 Park City, Utah 84060 801-649-9467 FAX 801-649-9475

Unofficial Copy

City Council Staff Report

Subject: Zoning Map Amendment
Author: Alexandra Ananth, Senior Planner
Project Number: PL-19-04356
Date: January 9, 2020
Type of Item: Legislative – Zoning Map Amendment

PARK CITY 1884
PLANNING DEPARTMENT

Project Number:	PL-19-04356
Applicant:	Park City Municipal Corporation
Location:	BLM Parcel 17 Tracts 1, 2, 4 and BLM Parcel 18 Tracts 1, 2, 6, 7
Zoning:	Various including Residential Development, Estate, Historic Residential-Low Density, Residential Medium Density
Proposed Zoning:	Recreation Open Space (ROS)
Adjacent Land Uses:	Single-Family and Multi-Unit Residential, Open Space
Reason for Review:	Zoning Map Amendment Applications Require a Planning Commission Recommendation and City Council Action

Recommendation

Staff recommends the City Council hold a Public Hearing, consider public input and consider approving the request to Amend the Zoning Map to change the zoning to Recreation Open Space (ROS) for seven (7) Tracts of Bureau of Land Management (BLM) owned land including Parcel 17 Tracts 1, 2, 4 and Parcel 18 Tracts 1, 2, 6 and 7, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached Ordinance.

The Planning Commission held a Public Hearing on the proposed Amendment to the Zoning Map on December 11, 2019, and voted unanimously to forward a positive recommendation to the City Council.

Executive Summary

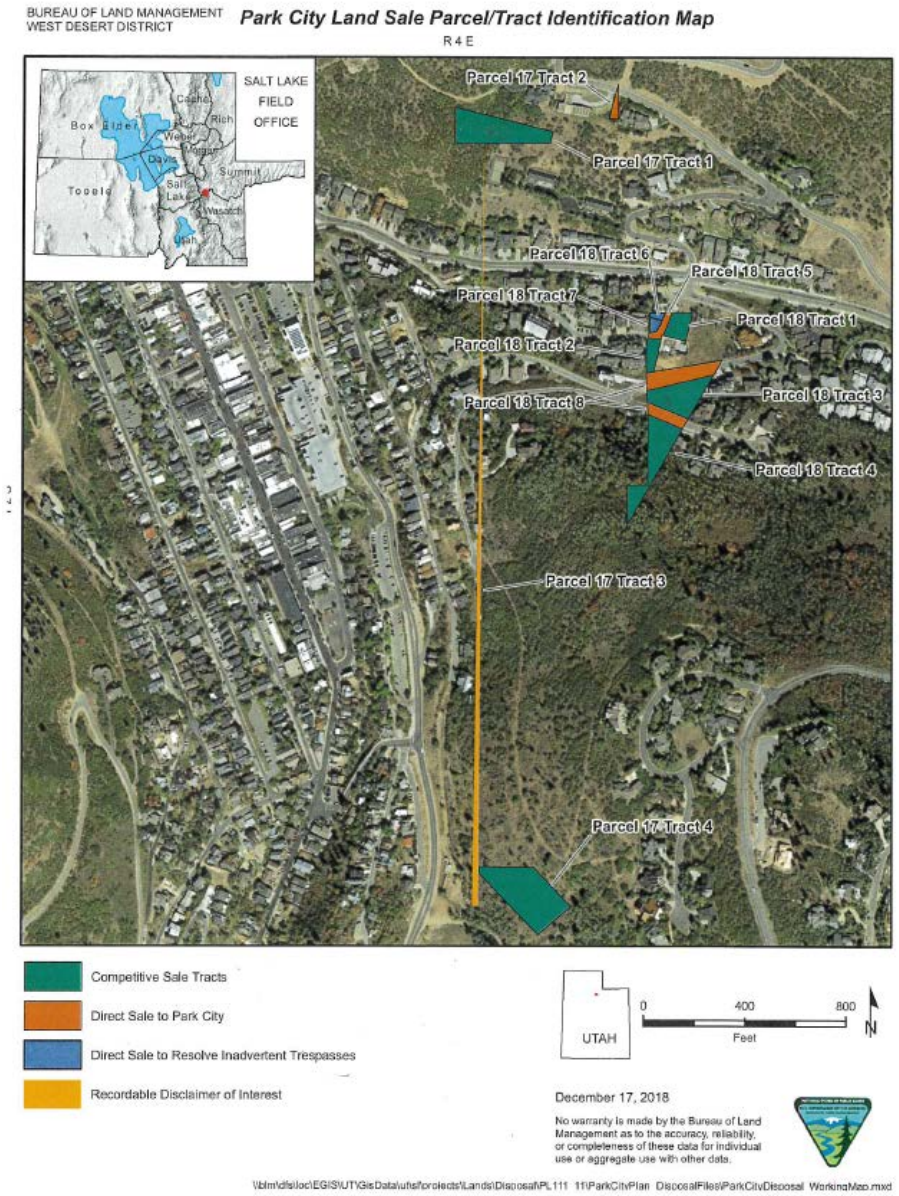
Park City Municipal Corporation is proposing to rezone portions of two (2) BLM owned Parcels (Parcel 17 Tracts 1, 2, 4 and Parcel 18 Tracts 1, 2, 6 and 7, seven (7) tracts in all, to Recreation Open Space (ROS). These tracts of land are former mining claims and contain no buildings and have historically been used for recreation and passive open space (conservation) purposes including serving as wildlife habitat. These tracts of land are located off of Mellow Mountain Road, Rossie Hill Drive/Deer Valley Loop, and Marsac Avenue. The City is proposing to rezone the land to Recreation Open Space (ROS) in order to maintain these sites as Recreation Open Space resources. There is limited vehicular access to many of these sites and the City has not expressed an intent to develop any of these sites therefore the long term plan would be to manage these sites as passive recreation use with wildlife and conservation benefits. It is expected that at some point in the future the BLM will dispose of these sites under a competitive bidding procedure although the timing of the disposal remains unclear.

Background

In 2009, Congressional Decree 111-111 conveyed the BLM "Gambel Oak" parcels to Park City Municipal Corporation. Additionally, the decree noted that the remaining BLM Mine Claim parcels located on the south side of Deer Valley Drive (the Rossi Hill parcels) be placed for sale via public auction within 180 days of the decree. In 2016 and 2017 the City Council rezoned other portions of Rossie Hill Drive from RM and E to HRL in order to protect the Landmark

Mining Era Cottages at 622, 632, 652, and 660 Deer Valley Loop and to encourage compatible development that does not overwhelm the historic houses. Prior to 2013 the BLM owned this hillside before granting land patents to the Bertagnole and Dennis Families. The Bertagnole's subsequently sold their property to a developer who is currently constructing four condominium units at 632 Deer Valley Loop, including the reconstruction of one of the historic Mining Era Cottages. The Dennis family is also working with a developer on a proposed subdivision plan that would preserve the remaining three Mining Era Cottages, as well as develop new Single Family Dwellings behind the Cottages.

The City is now proposing the rezoning of the remaining BLM Mine Claim properties in the immediate area prior to their disposal at public auction in order to preserve the parcels as open space.



Good Cause

Planning Staff finds that there is Good Cause for this Zoning Map Amendment as the zone change will preserve existing open space that serves as trails, wildlife habitat and view corridors, will not cause undo harm to adjacent property owners, and will preserve the character of the existing neighborhood and further the health, safety, and welfare of the Park City community.

Alternatives

- The Planning Commission may forward a positive recommendation to City Council to approve the Zoning Map Amendment; or
- The Planning Commission may forward a negative recommendation to City Council to deny the Zoning Map Amendment and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on Zoning Map Amendment to a date certain and provide input to Staff and the applicant on any additional information they require in order to make a recommendation; or

Attachments

Ordinance
Exhibit A – Proposed Rezoning Map
Exhibit B – Link to Planning Commission Staff Report

Zoning Map Amendment Ordinance

Ordinance No. 2020-04

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR SEVEN (7) TRACTS OF LAND ZONED RESIDENTIAL DEVELOPMENT, ESTATE, HISTORIC RESIDENTIAL-LOW DENSITY, AND RESIDENTIAL DEVELOPMENT-MEDIUM DENSITY TO RECREATION AND OPEN SPACE (ROS) INCLUDING BUREAU OF LAND MANAGEMENT PARCEL 17 TRACTS 1, 2, 4 AND PARCEL 18 TRACTS 1, 2, 6 AND 7, PARK CITY, UTAH.

WHEREAS, all Tracts of Land are owned by the Bureau of Land Management (BLM) who is expected at some point in the future to dispose of these sites under a competitive bidding procedure; and

WHEREAS, the properties were properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on November 26, 2019 the properties were posted and notice was mailed to property owners within 300 feet; and

WHEREAS, legal notice was published in the Park Record on November 23, 2019 according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on December 11, 2019 to receive input on the Zoning Map Amendment; and

WHEREAS, the Planning Commission, on December 11, 2019, forwarded positive recommendation to the City Council; and,

WHEREAS, on January 9, 2020 the City Council held a public hearing to receive input on the Zoning Map Amendment; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the Amendment of the Zoning Map.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. Zoning Map Amendment from Residential Development (RD), Estate (E), Residential Development-Medium Density (RM) and Historic Residential-Low Density (HRL) to Recreation Open Space (ROS) for BLM Parcel 17 Tracts 1, 2, 4 and BLM Parcel 18 Tracts 1, 2, 6 and 7 as shown in Attachment 1 is approved subject to the following Findings of Facts and Conclusions of Law.

Findings of Fact:

1. The properties are identified as BLM Parcel 17 Tracts 1, 2, 4 and BLM Parcel 18 Tracts 1, 2, 6 and 7.
2. The properties are currently zoned Residential Development (RD), Estate (E), Residential Development-Medium Density (RM) and Historic Residential-Low Density (HRL).
3. These tracts of land are former mining claims and contain no buildings and have

historically been used for recreation and passive open space (conservation) purposes including serving as wildlife habitat.

4. These tracts of land are located off of Mellow Mountain Road, Rossie Hill Drive/Deer Valley Loop, and Marsac Avenue.
5. The City is proposing to rezone the land to Recreation Open Space (ROS) in order to maintain these sites as Recreation Open Space resources.
6. There is limited vehicular access to many of these sites and the City has not expressed an intent to develop any of these sites therefore the long term plan would be to manage these sites as passive recreation use with wildlife and conservation benefits.
7. It is expected that at some point in the future the BLM will dispose of these sites under a competitive bidding procedure although the timing of the disposal remains unclear.
8. The ROS District lists Conservation Activity as an allowed use.
9. The Residential Development District allows for up to three Residential Units per acre so Parcel 17 Tract 1 could support residential development containing one (1) unit. However, this lot is currently land locked with no access to a road.
10. Parcel 17 Tract 2 is in the RD District but is too small to support residential development.
11. Parcel 17 Tract 4 is in the Estate District is too small to support residential development as the minimum lot size is three acres per dwelling unit.
12. Parcel 18 Tract 1 is located in the Historic Residential-Low Density (HRL) District where the minimum Lot Area is only 3,750 square feet therefore this track could support up to two dwelling Units.
13. Parcel 18 Tract 2 is zoned Residential –Medium Density (RM) and could support two Single Family Dwellings, a Duplex or a Triplex by-right, or a Multi-Unit Dwelling by Conditional Use Permit. Due to the number of significant Mining Era Cottages in this immediate area preserving these remaining mining claim tracts from development will help maintain the historic context of this neighborhood.
14. Parcel 18 Tracts 6 and 7 are both small parcels but together almost create a large enough parcel for one residential unit. However these two tracts, together with Tract 2 and Tract 4 (already zoned ROS) create a view corridor up Rossie Hill Drive and past Coalition View Court worth preserving.
15. The Zoning Map Amendment to ROS is appropriate in that the zone change will meet City Council's goals of protecting undeveloped lands, conserving a connected, healthy network of open space for continued access to and respect for the Natural Setting, to conserve natural resources and to preserve community character consistent with the General Plan.

Conclusions of Law:

1. There is Good Cause for this Zoning Map Amendment as the amendment will preserve existing open space that serves as trails, wildlife and view corridors.
2. The Zoning Map Amendment is consistent with the Park City General Plan and the Park City Land Management Code.
3. The Zoning Map Amendment is consistent with applicable State law.
4. Neither the public nor any person will be materially injured by the proposed Zoning Map Amendment.
5. Approval of the Zoning Map Amendment does not adversely affect the health, safety and welfare of the citizens of Park City.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication and when the revised Official Zoning Map is signed by the City upon final review by the City Attorney.

PASSED AND ADOPTED this 9th day of January, 2020.

PARK CITY MUNICIPAL CORPORATION

_____
Andy Beerman, MAYOR

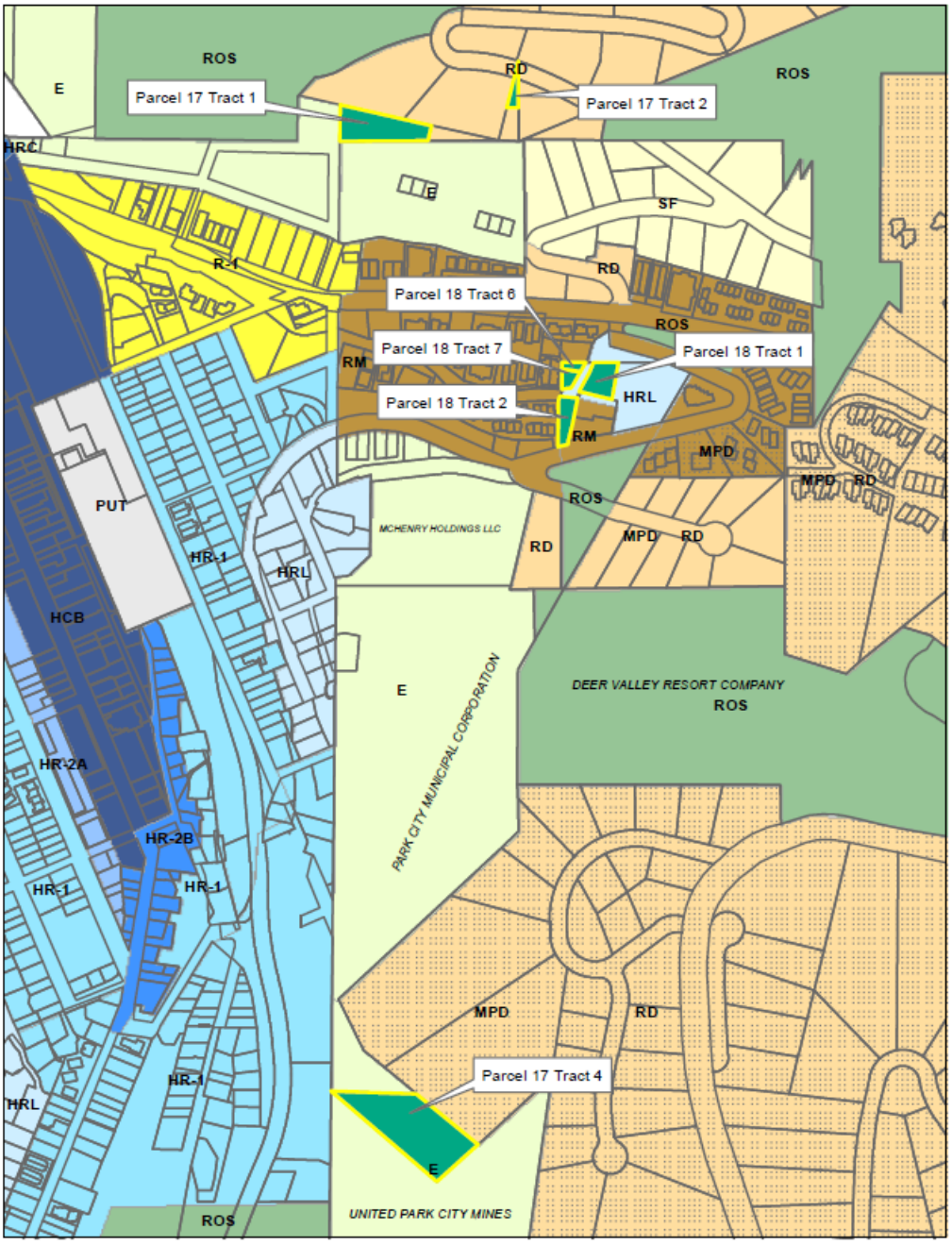
ATTEST:

_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

Attachment 1 –Rezoning Identification Map



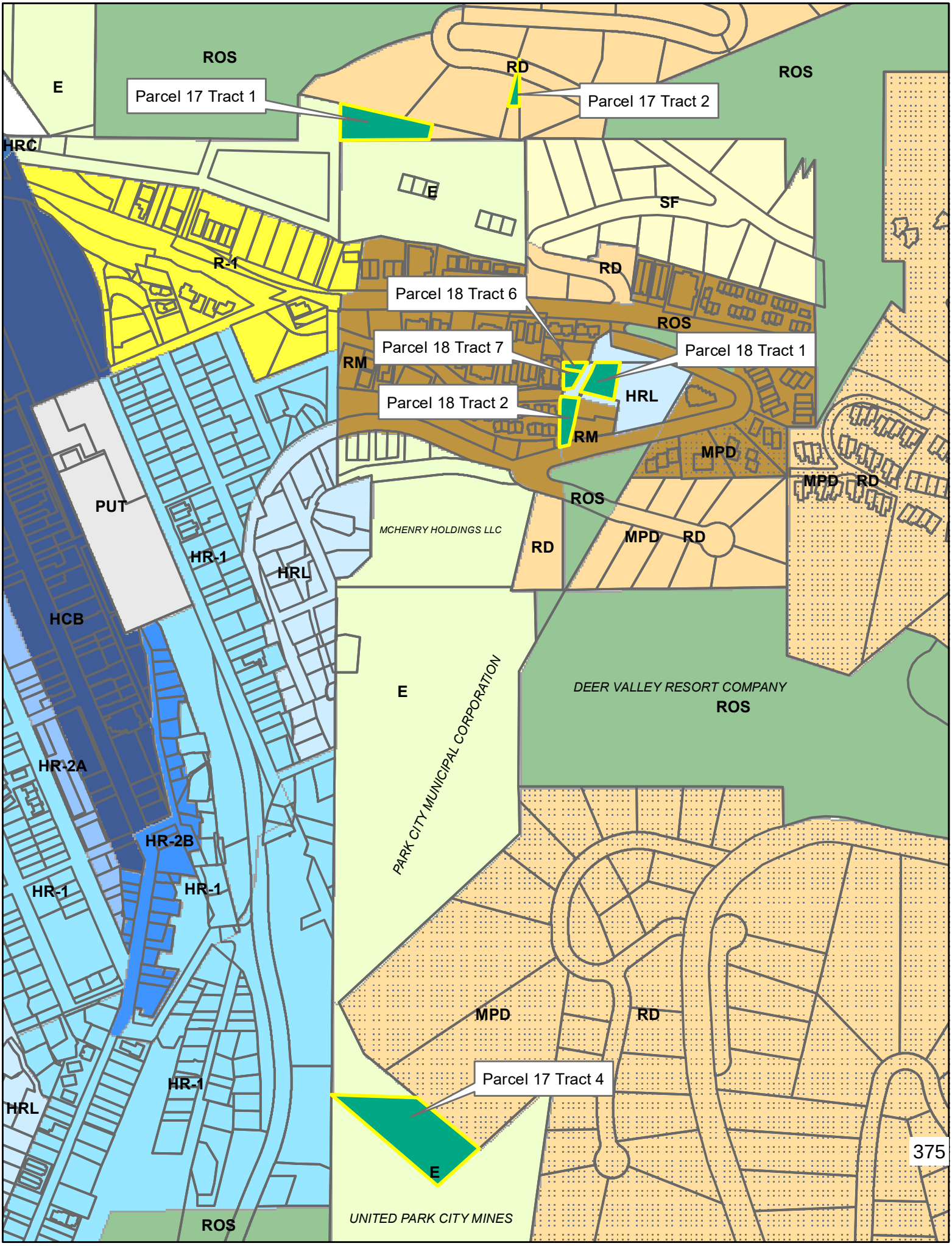

ROS
E
Parcel 17 Tract 1
RD
Parcel 17 Tract 2
ROS
HRC
E
SF
R-1
RD
Parcel 18 Tract 6
ROS
Parcel 18 Tract 7
Parcel 18 Tract 1
RM
HRL
Parcel 18 Tract 2
RM
MPD
MPD
RD
ROS
PUT
MCHENRY HOLDINGS LLC
RD
MPD
RD
HR-1
HRL
HCB
E
DEER VALLEY RESORT COMPANY
ROS
PARK CITY MUNICIPAL CORPORATION
HR-2A
HR-2B
HR-1
HR-1
MPD
RD
Parcel 17 Tract 4
HR-1
HRL
E
375
ROS
UNITED PARK CITY MINES

Exhibit B

Link to Planning Commission Staff Report

City Council Staff Report

PLANNING DEPARTMENT

Subject: Zoning Map Amendment 2080 Gold Dust Lane & 2211 Sidewinder Drive
Author: Alexandra Ananth, Senior Planner
Project Number: PL-19-04353
Date: January 9, 2020
Type of Item: Legislative – Zoning Map Amendment

Recommendation

Planning Department Staff recommends that the City Council open a Public Hearing and **continue** the proposed Zoning Map Amendment for 2080 Gold Dust Lane and 2211 Sidewinder Drive to a date uncertain due to the fact that the Planning Commission continued their Public Hearing until further information could be submitted and have therefore not yet made a recommendation to the City Council.

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Resolution
Agenda Section:

Subject:
Consideration to Approve Resolution HA 01-2020, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2020 Meetings and Appointing Officers of the Board of Directors of the Housing Authority of Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Housing Authority Annual Meeting Notice Resolution

Resolution No. HA 1-2020

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2020 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE HOUSING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Housing Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meeting of the Housing Authority shall be held on January 9, 2020 and thereafter as determined by the board. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Board's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Housing Authority in 2020 is as follows: January 9, 2020, at 6:00 p.m. and thereafter as determined by the board.

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Housing Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the

City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 9th day of January, 2020.

PARK CITY HOUSING AUTHORITY

_____

Chairman Andy Beerman

ATTEST:

_____

Michelle Kellogg, Secretary

Approved as to form:

_____

Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Resolution
Agenda Section:

Subject:
Consideration to Approve Resolution RDA 01-2020, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2020 Meetings and Appointing Officers of the Board of Directors of the Redevelopment Agency of Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Redevelopment Agency Annual Meeting Notice Resolution

Resolution No. RDA 1-2020

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2020 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF PARK CITY, UTAH

BE IT RESOLVED by the Redevelopment Agency of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meeting of the Redevelopment Agency shall be held on January 9, 2020 and thereafter as determined by the board. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Agency's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Redevelopment Agency in 2020 is as follows: January 9, 2020, at 6:00 p.m. and thereafter as determined by the board.

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Redevelopment Agency of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 9th day of January, 2020.

PARK CITY REDEVELOPMENT AGENCY

_____

Chairman Andy Beerman

ATTEST:

_____

Michelle Kellogg, Secretary

Approved as to form:

_____

Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Resolution
Agenda Section:

Subject:
Consideration to Approve Resolution WSD 01-2020, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2020 Meetings and Appointing the Governing Body of the Park City Water Service District
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Water Service District Annual Meeting Notice Resolution

Resolution No. WSD 1-2020

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2020 MEETINGS AND APPOINTING THE GOVERNING BODY OF THE PARK CITY WATER SERVICE DISTRICT

BE IT RESOLVED by the Water Service District of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meeting of the Water Service District shall be held on January 9, 2020 and thereafter as determined by the board. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The governing body may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the District's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Water Service District in 2020 is as follows: January 9, 2020, at 6:00 p.m. and thereafter as determined by the board.

SECTION 6. APPOINTMENT OF OFFICERS. The governing body of the Park City Water Service District shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 9th day of January, 2020.

PARK CITY WATER SERVICE DISTRICT

_____

Chairman Andy Beerman

ATTEST:

_____

Michelle Kellogg, Secretary

Approved as to form:

_____

Mark Harrington, City Attorney

Park City Water Service District
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject:	**National Ability Center** **Water Right Purchase and Sale Agreement**
Author:	**Rebecca Ward, Land Use Policy Planner**
Department:	**Legal and Planning Departments**
Date:	**January 9, 2020**
Type of Item:	**Administrative**

Recommendation

Staff recommends that the City Council, as the Park City Water Service District Board, review and approve the *Water Right Purchase and Sale Agreement among National Ability Center and Park City Municipal Corporation and Park City Water Service District* (Exhibit A).

Background

The National Ability Center (NAC) is a nonprofit organization that empowers individuals of all abilities through recreation and education. In 1999 under Summit County jurisdiction, the NAC campus at 1000 National Ability Way was approved as a Specially Planned Area. As part of the 1999 development approval, NAC and Park City Municipal entered into a Development and Water Service Agreement (**1999 Water Agreement**). The 1999 Water Agreement described conditions of water services, terms of transfer, and conversion of water rights.

In 2004, the City annexed NAC into its boundaries. On March 27, 2019, the Planning Commission approved the NAC Master Planned Development, which outlines (1) the existing uses on the NAC campus that were approved under Summit County jurisdiction; (2) the increased density and uses approved by the Park City Planning Commission in 2017; and (3) the future development of a lodge. A condition of approval for the Master Planned Development required NAC to complete the transfer of water rights outlined in the 1999 Water Agreement, to enter into an updated water agreement with the City, and to record the agreement with the Development Agreement that memorializes the NAC Master Planned Development approval.

On February 12, 2019, NAC filed an Application for Permanent Change of Water with the State of Utah Water Rights Engineer to begin the process of transferring water rights outlined in the 1999 Water Agreement to Park City. On June 7, 2019, the State Engineer granted the NAC Permanent Change of Water application for year-round municipal purposes within the service area of Park City.

NAC worked with the Legal Department to finalize a *Water Right Purchase and Sale Agreement among National Ability Center and Park City Municipal Corporation and Park City Water Service District* (**2020 Water Agreement**; Exhibit A). The 2020 Water Agreement outlines the sale of Water Right 35-11077 from NAC to the Park City Water Services District upon payment of $75,000.00 from Park City Municipal to NAC. City

payment to NAC must occur within 30 days of Council approval of the 2020 Water Agreement.

NAC remains obligated to pay all water service-related impact fees to Park City for any future development constructed by NAC and/or on the NAC property.

Funding

The 2020 Water Agreement requires Park City Municipal to pay NAC Seventy-Five Thousand Dollars ($75,000.00), which will come from the Water Enterprise Fund in order to acquire Water Right 35-11077 from NAC.

Exhibits

Exhibit A – Water Right Purchase and Sale Agreement among National Ability Center and Park City Municipal Corporation and Park City Water Service District

WATER RIGHT PURCHASE AND SALE AGREEMENT

BY AND AMONG NATIONAL ABILITY CENTER AND PARK CITY MUNICIPAL CORPORATION AND PARK CITY WATER SERVICE DISTRICT

This "WATER RIGHT PURCHASE AND SALE AGREEMENT BY AND AMONG NATIONAL ABILITY CENTER AND PARK CITY MUNICIPAL CORPORATION AND PARK CITY WATER SERVICE DISTRICT" ("**Agreement**") is entered into as of this _____ day of December, 2019, by and among the National Ability Center, ("**NAC**"), the Park City Municipal Corporation ("**Park City Municipal**") and Park City Water Service District ("**Water District**"), Park City Municipal and the Water District are collectively referred to "**Park City**" a single party as "**Party**" and all parties as the "**Parties**".

WHEREAS, the NAC is a private, non-profit, Internal Revenue Code Section 501(c)(3), charitable corporation, dedicated to the development of lifetime skills for persons with disabilities and the families by providing affordable, quality sports and recreation experiences to people with disabilities;

WHEREAS, the NAC is headquartered in Park City Municipal and is the owner of certain real property used as a comprehensive facility offering year-around therapeutic and adapted recreational programs, including physical facilities and administrative offices of NAC located at 1000 Ability Way in Park City, Utah and has and is being developed by NAC ("**NAC Property**");

WHEREAS, with the cooperation of Park City, NAC filed Change Application No. a44450, ("**Change Application**") on Water Right No. 35-11077 ("**WR 35-11077**"), which was approved by the State Engineer of Utah by an Order dated June 7, 2019 ("**Order**"). The Order of the State Engineer is now final and not subject to appeal. A copy of the Change Application is attached as **Exhibit A**. The Order is attached as **Exhibit B**. The Change Application and Order of the State Engineer converted the approved use of the water to year-round municipal use within the Park City service area and the point of diversion to Park City water sources;

WHEREAS, the NAC owns WR 35-11077 currently approved for diversion and beneficial use of eleven (11) acre feet of water for municipal use by Park City, and desires to sell WR 35-11077 to Park City and Park City has determined that WR 35-11077 is suitable for its purposes and desires to purchase WR 35-11077 ;

WHEREAS, the NAC, the Water Service District, and Park City Municipal previously executed a pre-annexation "Development and Water Service Agreement" dated July 15, 1999 (the "**Prior Agreement**") attached hereto as **Exhibit C**. The Prior Agreement described the arrangement as of that date, over the course of time and the annexation and extension of water service to the NAC Property, the granting of easements, the construction of NAC facilities. Park City's changes to its impact fee ordinance since the Parties entered into the Prior Agreement have made it desirable for Park City and NAC to enter into this Agreement;

WHEREAS, this Agreement is EXHIBIT I to a "Development Agreement for the National Ability Center Master Planned Development (MPD), Located at 1000 Ability Way, Park City, Summit County, Utah." ("**Development Agreement**"); and

WHEREAS, the NAC and Park City desire to confirm the terms and conditions under which Park City will purchase and NAC will sell and convey to Park City WR 35-11077

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the Parties Covenant and Agree as follows:

1. Sale of WR 35-11077. WR 35-11077 is now approved for year-round municipal use from designated Park City sources. A copy of the Change Application is attached as Exhibit A, and a copy of the Order approving the Change Application is attached as Exhibit B. Park City will purchase WR 35-11077 from NAC by payment to NAC of the sum of Seventy Five Thousand Dollars ($75,000.00). Upon receipt of payment of Seventy-Five Thousand Dollars ($75,000.00) by NAC, NAC will convey WR 35-11077 to the Park City Water Services District by delivery of a deed in substantially the same form as **Exhibit D**. The payment of the Seventy Five Thousand Dollars ($75,000.00) by Park City to NAC, and the delivery of the deed, by NAC to the Park City Water Services District, shall occur within thirty (30) days of the date this Agreement is approved by the City Council of Park City.

2. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

5. Prior Agreements. This Agreement is the entire agreement among the Parties and supersedes and replaces all prior agreements among the Parties, including, but not limited to, the Prior Agreement which is replaced in its entirety by this Agreement and such prior agreements shall have no further force or affect.

6. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

7. Attorneys' Fees. In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.

8. Time is of the Essence. Time is of the essence in performing all duties and obligations under this Agreement.

9. Further Assurances. The Parties will each execute such documents as necessary to effect the intent and purposes of this Agreement.

10. Amendment. This Agreement may only be amended by a writing signed by all Parties.

11. Warranty of Authority. The signers of this Agreement warrant that they are duly authorized to execute this Agreement on behalf of the entity for which they are signing.

12. Counterparts. This Agreement may be executed in one or more counterparts each of which will be deemed to be an original copy of this Agreement and all of which, when taken together will constitute one and the same agreement.

13. Governing Law. This Agreement shall be construed and governed under the laws of the State of Utah.

IN WITNESS WHEREOF, this Agreement has been executed by the NAC by its Chief Executive Officer; by Park City Municipal, acting by and through its City Council; and the Water District by and through its Board.

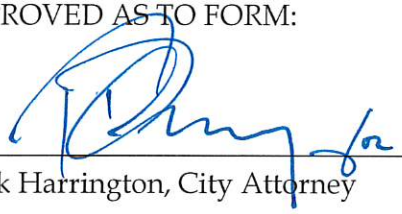
PARK CITY MUNICIPAL CORPORATION

By: _____
Andy Beerman, Mayor

ATTEST:

By: _____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:



Mark Harrington, City Attorney

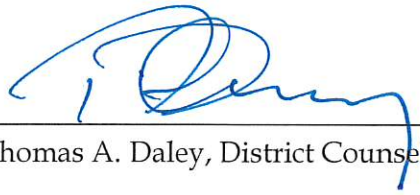
PARK CITY WATER SERVICE DISTRICT

By: _____
Andy Beerman, District Chair

ATTEST:

By: _____
Michelle Kellogg, District Clerk

APPROVED AS TO FORM:



Thomas A. Daley, District Counsel

NATIONAL ABILITY CENTER, A Nonprofit Corporation

_____
By: Kevin Stickleman
Its: Chief Executive Officer

EXHIBIT A

CHANGE APPLICATION

APPLICATION FOR PERMANENT CHANGE OF WATER

STATE OF UTAH

Receipt by: Ck#52573 LP
Fee Rec.: $150.00
Receipt # 19-00623

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated, as amended.

*WATER RIGHT NO. 35 - 11077 *APPLICATION NO. a 44450

Changes are proposed in (check those applicable)

☑ point of diversion ☑ place of use ☑ nature of use ☑ period of use ☐ storage

1. **OWNER INFORMATION** County Tax ID _____

Name(s): The National Ability Center, a 501(c)(3) Charitable Nonprofit Corporation Interest: 100 %
Address: P.O. Box 682799
City: Park City, State: UT Zip Code: 84028-2799
Phone Number _____

2. *PRIORITY OF CHANGE: 2-12-2019 *FILING DATE: 2-12-2019
*Is this change amendatory? (Yes/No): _____

3. RIGHT EVIDENCED BY: 35-11077 (segregated from 35-10864)
Prior Approved Change Applications for this right: _____

**********HERETOFORE**********

4. QUANTITY OF WATER: _____ cfs and/or 11.0 ac-ft.
5. SOURCE: Thaynes Canyon and Spring Creek, tributary to East Canyon Creek.
6. COUNTY: Summit
7. POINT(S) OF DIVERSION: 1) N 825 ft. W 2400 ft. from SE cor., Sec. 5, T2S, R4E, SLBM; 2) N 500 ft. W 2640 ft. from SE cor., Sec. 5, T2S, R4E, SLBM; 3) 0 ft. W 500 ft. from SE cor., Sec. 5, T2S, R4E, SLBM; 4) S 2080 ft. W 2310 ft. from NE cor., Sec. 8, T2S, R4E, SLBM.

Description of Diverting Works: Kilfoyle Ditches #1, #3, #4, and "a"

8. POINT(S) OF REDIVERSION
The water will be rediverted from _____ at a point: _____

Description of Diverting Works: _____

9. POINT(S) OF RETURN
The water will be returned to the natural stream/source at a point(s): _____

RECEIVED
FEB 12 2019
WATER RIGHTS
SALT LAKE

*These items are to be completed by the Division of Water Rights

SCANNED LP

10. **NATURE AND PERIOD OF USE**

Irrigation:	From 03/01 to 11/01
Stockwatering:	From _____ to _____
Domestic:	From _____ to _____
Municipal:	From _____ to _____
Mining:	From _____ to _____
Power:	From _____ to _____
Other:	From _____ to _____

11. **PURPOSE AND EXTENT OF USE**

Irrigation: 3.6666 acres. Sole supply of 3.6666 acres.
Stockwatering (number and kind): _____
Domestic: _____ Families and/or _____ Persons.
Municipal (name): _____
Mining: _____ Mining District in the _____ Mine.
Ores mined: _____
Power Plant name: _____ Type: _____ Capacity: _____
Other (describe): _____

12. **PLACE OF USE**

Legal description of place of use by 40 acre tract(s):
N 1/2 of SE 1/4 of Sec. 5, T2S, R4E, SLBM

13. **STORAGE**

Reservoir Name: _____ Storage Period: from _____ to _____
Capacity: _____ ac-ft. Inundated Area: _____ acres.
Height of dam: _____ feet.
Legal description of inundated area by 40 tract(s): _____

**********THE FOLLOWING CHANGES ARE PROPOSED**********

14. **QUANTITY OF WATER:** _____ cfs and/or 11.0 ac-ft.

15. **SOURCE:** Theroit Springs & /Wells
Balance of the water will be abandoned: _____, or will be used as heretofore: _____

16. **COUNTY:** Summit

17. **POINT(S) OF DIVERSION:** 1) S 70 ft. W 30 ft. from NE cor., Sec. 8, T2S, R4E, SLBM - Park Meadows Well
2) S 231 ft. W 127 ft. from NE cor., Sec. 8, T2S, R4E - Divide Well
3) S 650 ft. W 1450 ft. from E4 cor., Sec. 8, T2S, R4E - Theriot Springs

Description of Diverting Works: Wells and Spring
COMMON DESCRIPTION: Park Meadows Well, Divide Well, Theriot Springs

18. **POINT(S) OF REDIVERSION**

The water will be rediverted from _____ at a point: _____
Description of Diverting Works: _____

19. **POINT(S) OF RETURN**

The water will be returned to the natural stream/source at a point(s): of the discharge from the Snyderville Basin Water Reclamation water treatment facilities and through the Park City stormwater drainage system.

SCANNED LP

20. NATURE AND PERIOD OF USE

Irrigation:	From _____ to _____
Stockwatering:	From _____ to _____
Domestic:	From _____ to _____
Municipal:	From 01/01 to 12/31
Mining:	From _____ to _____
Power:	From _____ to _____
Other:	From _____ to _____

21. PURPOSE AND EXTENT OF USE

Irrigation: _____ acres. Sole supply of _____ acres.
Stockwatering (number and kind): _____
Domestic: _____ Families and/or _____ Persons.
Municipal (name): Park City Municipal Corporation
Mining: _____ Mining District at the _____ Mine.
Ores mined: _____
Power: Plant name: _____ Type: _____ Capacity: _____
Other (describe): _____

22. PLACE OF USE

Legal description of place of use by 40 acre tract(s): Service area of Park City Municipal Corporation

23. STORAGE

Reservoir Name: _____ Storage Period: from _____ to _____
Capacity: _____ ac-ft. Inundated Area: _____ acres.
Height of dam: _____ feet.
Legal description of inundated area by 40 tract(s): _____

24. EXPLANATORY

The following is set forth to define more clearly the full purpose of this application. Include any supplemental water rights used for the same purpose. (Use additional pages of the same size if necessary). This change application is being filed National Ability Center, a charitable nonprofit organization which provides services and recreational opportunities to disabled individuals, as part of a dedication process. Upon approval, this water right will be conveyed at no cost to Park City for municipal use within the service area of the City through the City's municipal system to meet water requirements for National Ability Center facilities in Park City.

****

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein, including maps and other documents attached, at the time of filing, rests with the applicant(s).

_____ Signature of Applicant

_____ Signature of Applicant

*If applicant is a corporation or other organization, signature must be the name of such corporation or organization by its authorized agent, or in the name of the partnership by one of the partners.

Jon Serio
_____ Authorized Agent (please print)

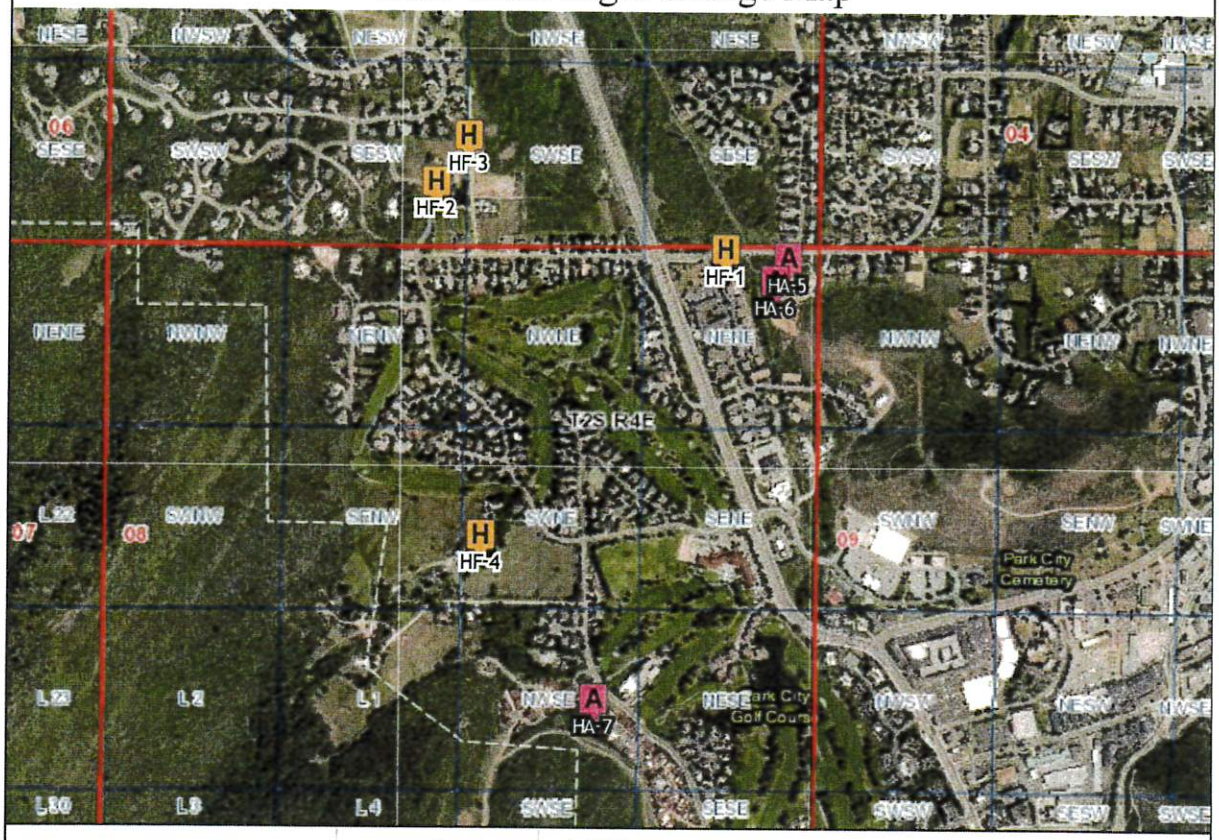
_____ Authorized Agent (please print)

_____ Authorized Agent (signature)

_____ Authorized Agent (signature)

SCANNED LP

Utah Water Right Change Map



(HF-1) N 0 ft, W 500 ft, from SE cor, Sec 05, T 2S, R 4E, SL B&M (UTM-83: 456596.3, 4502057.7)
(HF-2) N 500 ft, W 2640 ft, from SE cor, Sec 05, T 2S, R 4E, SL B&M (UTM-83: 455944.1, 4502210.1)
(HF-3) N 825 ft, W 2400 ft, from SE cor, Sec 05, T 2S, R 4E, SL B&M (UTM-83: 456017.2, 4502309.1)
(HF-4) S 2080 ft, W 2310 ft, from NE cor, Sec 08, T 2S, R 4E, SL B&M (UTM-83: 456044.6, 4501423.7)
(HA-5) S 70 ft, W 30 ft, from NE cor, Sec 08, T 2S, R 4E, SL B&M (UTM-83: 456739.6, 4502036.3)
(HA-6) S 231 ft, W 127 ft, from NE cor, Sec 08, T 2S, R 4E, SL B&M (UTM-83: 456710, 4501987.2)
(HA-7) S 650 ft, W 1450 ft, from E4 cor, Sec 08, T 2S, R 4E, SL B&M (UTM-83: 456297, 4501059.6)

I/we _____, hereby acknowledge that this map was prepared in support of Application _____. I/we hereby submit this map as a true representation of the facts shown thereon to the best of my/our knowledge and belief.

_____ 2/7/19
Applicant(s) Date

SCANNED LP

EXHIBIT B

ORDER OF STATE ENGINEER

GARY R. HERBERT
Governor
SPENCER J. COX
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Water Rights

MICHAEL R. STYLER
Executive Director
KENT L. JONES
State Engineer/Division Director

ORDER OF THE STATE ENGINEER

JUN 7 2019

For Permanent Change Application Number 35-11077 (a44450)

Permanent Change Application Number 35-11077 (a44450) in the names of The National Ability Center and Park City Municipal Corporation was filed on February 12, 2019, to change the points of diversion, place of use, and uses of 11.00 acre-feet of water as evidenced by Water Right Number 35-11077. Heretofore, the water has been diverted from the following points located: (1) Surface - North 825 feet and West 2400 feet from the SE Corner of Section 5, T2S, R4E, SLB&M (Spring Creek); (2) Surface - North 500 feet and West 2640 feet from the SE Corner of Section 5, T2S, R4E, SLB&M (Spring Creek); (3) Surface - West 500 feet from the SE Corner of Section 5, T2S, R4E, SLB&M (Thaynes Canyon); (4) Surface - South 2080 feet and West 2310 feet from the NE Corner of Section 8, T2S, R4E, SLB&M (Thaynes Canyon). The water has been used for the irrigation of 3.6666 acres from May 1 to August 15. The water has been used in all or portion(s) of Section 5, T2S, R4E, SLB&M.

Hereafter, it is proposed to divert 11.00 acre-feet of water from points of diversion changed to: (1) Well - South 70 feet and West 30 feet from the NE Corner of Section 8, T2S, R4E, SLB&M (existing 24-inch well, 330 feet deep, drilled in 1979); (2) Spring - South 650 feet and West 1450 feet from the E¼ Corner of Section 8, T2S, R4E, SLB&M (Theriot Springs); (3) Well - South 231 feet and West 127 feet from the NE Corner of Section 8, T2S, R4E, SLB&M (existing 12-inch well, 1015 feet deep). The water is to be used for year-round municipal purposes within the service area of Park City. The place of use of the water is being changed to all or portion(s) of Section 8, T2S, R4E, SLB&M.

Notice of the application was published in the Park Record on March 6 and 13, 2019. No protests were received.

This application proposes to change the nature of use of this water right, with the effect of retiring a portion of the irrigation awarded under Award 457 of the Weber River Decree. The applicant was requested to provide a heretofore map, showing what portion of the historical place of use will be retired as part of this application. This map was received on April 30, 2019 and shows that 3.6666 acres of irrigated land will be retired for this application.

As part of the State Engineer's review of this application, diversion and depletion limitations were taken into consideration. This application proposes to change the nature of use of this water right. As such, the State Engineer believes it is appropriate to examine the rates and amounts of hydrologic depletion associated with the historical water use as compared to the proposed use to assure that there is no enlargement of the underlying water right. In this case, it is believed that the historical water uses would have incurred the following rates and amounts of hydraulic depletion:

SCANNED RC

Prior Beneficial Uses		Amount of Diversion	Rate of Depletion	Amount of Depletion
Irrigation:	3.6666 acres	11.00 acre-feet	1.54[1] acre-feet/acre	5.65 acre-feet
	Totals:	**11.00 acre-feet**		**5.65 acre-feet**

This change application seeks to change the nature of use to municipal use within the service area of Park City. In order to avoid enlarging the underlying water right, the proposed use of water shall be limited to the historical diversion of 11.00 acre-feet and the historical depletion of 5.65 acre-feet.

It is the opinion of the State Engineer that this change application can be approved without adversely affecting existing rights. The applicants are put on notice that diligence must be shown in pursuing the development of this application which can be demonstrated by the completion of the project as proposed in the change application.

It is, therefore, **ORDERED** and Permanent Change Application Number 35-11077 (a44450) is hereby **APPROVED** subject to prior rights and the following condition(s):

1) To accommodate the approval of this permanent change application, the use of 11.00 acre-feet of water for the irrigation of 3.6666 acre from May 1 to August 31; at the historical point of diversion and place of use must cease.

2) Annual diversion under this permanent change application is limited to 11.00 acre-feet and an annual depletion of 5.65 acre-feet of water for year-round municipal purposes within the service area of Park City.

3) Upon proof submittal, the State Engineer will issue a certificate for the acre-foot amount of water that has been demonstrated by the applicant to have been put to beneficial use. As part of proof, the applicant will need to provide all relevant information, including an accounting of each of its water rights and diversion records from each of its points of diversion. The proof must show the capacity of each source of supply and demonstrate that each source can produce the water claimed to be diverted under this change application as well as all other water rights, which may be approved to be diverted from those sources.

4) The applicant(s) shall install and maintain measuring and totalizing recording devices to meter all water diverted from all sources pertaining to this application and **shall annually report this data to the Division of Water Rights Water Use Program.**

[1] Consumptive Use of Irrigated Crops in Utah, Research Report 145, Utah Agricultural Experiment Station, Utah State University, Logan, Utah, October 1994, Table 25, Park City Station.

SCANNED RC

5) This approval is limited to the rights to divert and beneficially use water and does not grant any rights of access to, or use of land or facilities not owned by the applicants.

6) This approval is granted subject to prior rights. The applicants shall be liable to mitigate or provide compensation for any impairment of or interference with prior rights as such may be stipulated among parties or decreed by a court of competent jurisdiction.

The State Engineer has statutory responsibility to create and maintain water right records based on an administrative process outlined in statute. The State Engineer is not authorized by statute to adjudicate water right title or the validity of established water rights. It is noted that failure to exercise a water right within the statutory period could render all or a portion of a water right invalid through forfeiture. Parties who wish to challenge the validity of a water right are advised that a declaration of forfeiture is a judicial action and the courts are available to pursue such suits (UCA 73-1-4).

Inasmuch as this application proposes to divert water from a surface source, the applicants are required to contact the Stream Alteration Section of the Division of Water Rights at 801-538-7240 to obtain a Stream Alteration permit in addition to this Permanent Change Application.

The applicants are strongly cautioned that other permits may be required before any development of this application can begin and it is the responsibility of the applicants to determine the applicability of and acquisition of such permits. Once all other permits have been acquired, this is your authority to develop the water under the above referenced application which under Sections 73-3-10 and 73-3-12, Utah Code Annotated, 1953, as amended, must be diligently prosecuted to completion. The water must be put to beneficial use and proof must be filed on or before **June 30, 2024**, or a request for extension of time must be acceptably filed and subsequently approved; otherwise, the application will be lapsed. This approval is limited to the rights to divert and beneficially use water and does not grant any rights of access to, or use of land or facilities not owned by the applicants.

Proof of beneficial use is evidence to the State Engineer that the water has been fully placed to its intended beneficial use. By law, it must be prepared by a registered engineer or land surveyor, who will certify to the location, uses, and extent of your water right. Upon the submission of proof as required by Section 73-3-16, Utah Code, for this application, the applicants must identify every source of water used under this application and the amount of water used from that source. The proof must also show the capacity of the sources of supply and demonstrate that each source can provide the water claimed to be diverted under this right as well as all other water rights, which may be approved to be diverted from those sources.

Failure on your part to comply with the requirements of the applicable statutes may result in the lapsing of this permanent change application.

SCANNED RC

It is the applicants' responsibility to maintain a current address with this office and to update ownership of their water right. Please notify this office immediately of any change of address or for assistance in updating ownership. Additionally, if ownership of this water right or the property with which it is associated changes, the records of the Division of Water Rights should be updated. For assistance in updating title to the water right please contact the Division at the phone number below.

Your contact with this office, should you need it, is with the Weber River/Western Regional Office. The telephone number is 801-538-7240.

This Order is subject to the provisions of Administrative Rule R655-6-17 of the Division of Water Rights and to Sections 63G-4-302, 63G-4-402, and 73-3-14 of the Utah Code which provide for filing either a Request for Reconsideration with the State Engineer or for judicial review with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this Order. However, a Request for Reconsideration is not a prerequisite to filing for judicial review. A petition for judicial review must be filed within 30 days after the date of this Order or, if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 7 day of June, 2019.

Kent L. Jones, P.E., State Engineer

Mailed a copy of the foregoing Order this 7 day of June, 2019 to:

The National Ability Center
P O Box 682799
Park City UT 84028-2799

Division of Water Rights
Stream Alteration Section

Park City Municipal Corporation
PO Box 1480
Park City UT 84060

BY: Doralee Cannon
Doralee Cannon, Applications/Records Secretary

SCANNED RC

EXHIBIT C

PRIOR AGREEMENT

DEVELOPMENT AND WATER SERVICE AGREEMENT

This Agreement is entered into as of this 15 day of July, 1999 by and among the National Ability Center, its successors in interest and assigns, whether in whole or in part (NAC), the Park City Water Service District (Water District) and Park City Municipal Corporation (Park City), collectively referred to as the Parties.

WHEREAS, the NAC is a private, non-profit 501(c)(3) corporation dedicated to the development of lifetime skills for persons with disabilities and the families by providing affordable, quality sports and recreation experiences;

WHEREAS, the NAC received title, by gift deed, subject to a power of reverter, to the following described property for use as an equestrian facility and administrative offices of the National Ability Center:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SLB&M AND THE SE 1/4 OF SECTION 34, TOWNSHIP 1 NORTH RANGE 4 EAST SLB&M

BEGINNING at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 Section 3, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence N 89ÿ58'47" E 950.04 feet along the 40 acre line; thence North 1049.57 feet; thence N 70ÿ23'24" W 983.05 feet; thence S 00ÿ59'49" W 52.14 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 3; thence S 00ÿ59'49" W 1327.90 feet along the 40 acre line to the point of beginning (approximately 26.2 acres).

hereafter, the Property. The Property is depicted on Exhibit A;

WHEREAS, on August 24, 1998 the NAC petitioned Park City and its Water District for water service to the Property;

WHEREAS, the Property is within Park City's annexation declaration boundary, but is not contiguous to Park City;

WHEREAS, the NAC owns an easement to extend a line from the Property to the Park City water system, which easement may be assigned to the City;

WHEREAS, the NAC appeared before the City Council on April 1, 1999 and on May 13, 1999 and offered certain assurances that the water service extension would be of public benefit and would not induce growth;

WHEREAS, in exchange for water service, the NAC is willing to restrict development of the Property in perpetuity, to submit to Park City ordinances, to annex to the Water Service District, and to annex to Park City, when appropriate;

WHEREAS, it is in the best interests of the citizens of Park City to annex the Property into the Water Service District upon certain conditions;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. ANNEXATION.

1. The NAC hereby petitions for annexation of the Property into the Water Service District.

2. The Water Service District hereby annexes the Property.

II. CONDITIONS OF WATER SERVICE.

1. **NAC Duty to Construct Line Consistent with City Specifications.** The NAC shall construct an eight (8) inch water line from the City water system, to the Property (the NAC Water Line) in a manner and location approved by the Park City Public Works Director and the City Engineer, all in accordance with applicable provisions of the Park City Design Standards and Construction Specification and Standard Drawings, and subject to City inspection.

2. **NAC Duty to Maintain Line.** The NAC shall maintain the NAC Water Line and easement until such time as Park City accepts dedication of the NAC Water Line and easement.

3. **NAC Shall Not Offer Water Service.** The NAC shall not allow any connection to the NAC Water Line without written City permission, approved by the City Council.

4. **Dedication of Water Rights.** The NAC shall immediately petition to the State Engineer to change the type and place of use, and the point of diversion of sufficient water rights to convert 11.48 acre feet of Weber River Decreed Water Right Number 35-8457 to year round municipal use from designated City sources. Upon State Engineer action changing the place and type of use and point of diversion of at least 11-acre feet of such right to the City system, the NAC shall, by Statutory Warranty Deed, convey such rights to the Water Service District. The NAC shall expend reasonable and diligent efforts to convert such rights to City use. If, after 36 months the NAC fails to convert such water, the

NAC shall promptly pay to the City all applicable water development fees, with accrued interest according to the statutory post judgment rate of interest in effect at that time.

5. **Water Connection Fees.** Prior to connection to the Park City water system, the NAC shall pay to Park City water connection fees according to City ordinance.

6. **Irrevocable Offer to Annex to Park City.** The NAC hereby irrevocably offers to annex the Property to Park City. The NAC shall actively support such annexation.

7. **NAC Commitment to Maximum Use Parameters.** The NAC agrees that, regardless of its annexation to Park City, the Property will, in perpetuity, be limited to the following uses:

   7.1. The Property currently supports an outdoor equestrian arena, tack shed, parking lot, and sun shelter.

   7.2. In June, 1999, the NAC received County conditional use permit approval for a 7,570 square foot administrative building to house the administrative offices of the NAC, a 3,500 square foot horse barn, a 17,000 square foot indoor equestrian arena, a 21,000 square foot dormitory/dining hall, a 1,680 square foot storage building, and a universal challenge (ropes) course. Such permit includes specific site plan approval and is attached hereto as Exhibit C.

   7.3. The NAC may, in the future, request a permit to construct a swimming pool.

8. **NAC's Commitment to City Ordinances.** The NAC hereby commits to use the Property in a manner that is at all times consistent with City ordinances, including, but not limited to, all livestock, lighting, water conservation, sign, parking lot, outdoor storage, noise ordinances, and design regulations.

9. **NAC's Commitment to Pay for Water Use.** The NAC hereby agrees to pay such water use fees as are generally applicable within Park City.

10. **NAC Easement.** Upon City request, NAC shall dedicate a water line easement to the City that will allow the City to extend the water line to other properties.

11. **Park City Duty to Provide Limited Water Service.** The Water Service District shall provide culinary water and fire flow to the Property to support the uses described in paragraph II.6 herein.

12. **NAC's Unconditional Offer to Dedicate Water Line and Easement.** The NAC hereby irrevocably offers to dedicate its water line, and to assign its water line easement to the City.

III. GENERAL TERMS

1. **Incorporation of Recitals and Introductory Paragraphs.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

2. **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

3. **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.

4. **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter

containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

City Manager
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Copy to:

City Attorney
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

If to NAC to:

Meechie White
National Ability Center
P.O. Box 682799
Park City, UT 84068

5. **Attorneys' Fees.** In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the NAC by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council as of the ____ day of July, 1999.

PARK CITY MUNICIPAL CORPORATION

By: _____
Hugh Daniels, Mayor Pro Tem

PARK CITY WATER SERVICE DISTRICT

By: _____
Hugh Daniels, Vice-Chairman of the Board

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

APPROVED AS TO FORM:

_____
Jodi Hoffman, City Attorney,
Water Service District Attorney

National Ability Center:
National Ability Center,
a nonprofit corporation

_____
By: Richard Dudley
Title: President, Board of Directors

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this 19th day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Richard Dudley**, personally known to me to be the President of the Board of Directors of the National Ability Center, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

T. L. O'FINNEGAN
NOTARY PUBLIC • STATE of UTAH
446 MARSAC AVENUE
PARK CITY, UT 84060
COMM. EXP. 2-16-2000

_____
Notary Public, State of Utah
Residing in Park City, Utah

EXHIBIT D

WATER DEED

WHEN RECORDED, RETURN TO
AND MAIL ANY TAX NOTICES TO:
Park City Water Service District
P.O. Box 1480
Park City, UT 84060
Attn: Thomas A. Daley, Deputy City Attorney

WATER DEED

NATIONAL ABILITY CENTER, a Utah non-profit corporation, with an address of _____, ("**Grantor**"), hereby conveys to the **PARK CITY WATER SERVICE DISTRICT**, a special service district organized and existing pursuant to the provisions of Section 17A-2-1301 et seq. Utah Code Annotated 1953, as amended and renumbered, with an address of P.O. Box 1480, Park City, UT 84060, **("Grantee")**, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of Grantor's right, title, and interest in and to the following described water rights:

All of **Water Right No. 35-11077**, as identified of record with the Utah Division of Water Rights, and all other applications and approvals pertaining to this right.

WITNESS the hand of said Grantor this ____ day of _____, 20____.

GRANTOR:

NATIONAL ABILITY CENTER, a Utah non-profit corporation

By: _____
KEVIN STICKLEMAN, Chief Executive Officer

STATE OF UTAH)
: ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by KEVIN STICKLEMAN, Chief Executive Officer of NATIONAL ABILITY CENTER, a Utah non-profit corporation.

_____
Notary Public

Residing at: _____
My Commissions Expires: _____

Council Agenda Item Report

Meeting Date: January 9, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Resolution
Agenda Section:

Subject:
Consideration to Approve Resolution MBA 01-2020, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2020 Meetings and Appointing Officers of the Board of Directors of the Municipal Building Authority of Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Municipal Building Authority Annual Meeting Notice Resolution

Resolution No. MBA 1-2020

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2020 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Municipal Building Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meeting of the Municipal Building Authority shall be held on January 9, 2020 and thereafter as determined by the board. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Board's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Municipal Building Authority in 2020 is as follows: January 9, 2020, at 6:00 p.m. and thereafter as determined by the board.

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Municipal Building Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall

be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 9th day of January, 2020.

PARK CITY MUNICIPAL BUILDING AUTHORITY

_____

Chairman Andy Beerman

ATTEST:

_____

Michelle Kellogg, Secretary

Approved as to form:

_____

Mark Harrington, City Attorney